

APPENDIX B: SUPPLEMENTAL

***MEMORANDUMS OF UNDERSTANDING AMONG THE COUNTY OF
SACRAMENTO, CITY OF ELK GROVE, AND THE WILTON
RANCHERIA***

***SIGNED MEMORANDUMS OF UNDERSTANDING
FOR THE TWIN CITIES SITE AND ELK GROVE MALL SITE***

**MEMORANDUM OF UNDERSTANDING
AND INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF SACRAMENTO
AND WILTON RANCHERIA**

This Memorandum of Understanding and Intergovernmental Agreement ("Agreement") is entered into this 14th day of June 2016, between the County of Sacramento, a political subdivision of the State of California ("Sacramento County" or "County"), and Wilton Rancheria, a federally-recognized Indian Tribe ("Wilton Rancheria" or "Tribe") (each, a "Party", and collectively referred to as the "Parties").

RECITALS

- A. Wilton Rancheria is a federally-recognized Indian Tribe located within the geographical boundaries of the County of Sacramento.
- B. The historical existence of a separate, cohesive band of Miwok Indians, occupying villages throughout southern Sacramento County, which survived the gold rush and subsequent settlement of Sacramento County by non-Indians has been documented.
- C. In 1927, the United States acquired land in trust for Wilton Rancheria near the Town of Wilton in Sacramento County and formally established a reservation there, known as Wilton Rancheria, on which tribal members lived as a community despite great adversity.
- D. In 1958, as part of the federal policy designed to assimilate the nation's Indians, the United States Congress enacted the Rancheria Act, P.L. 85-671, authorizing the termination of federal trust responsibilities to a number of California Indian tribes, including Wilton Rancheria.
- E. In 1964, federal recognition of Wilton Rancheria was terminated and the lands comprising Wilton Rancheria were sold off to individuals.
- F. In 1970, President Nixon issued a Special Message to Congress on Indian Affairs in which he declared the policy of termination a failure and called upon Congress to repudiate it, 116 Cong. Rec. 23258 (daily ed. July 8, 1970).
- G. In 1978, Congress enacted the Indian Self-Determination Act, 25 U.S.C. § 450, *et seq.*
- H. Pursuant to the federal policy of self-determination, surviving members of Wilton Rancheria and their lineal descendants reorganized their tribal government as Wilton Rancheria and requested the United States to formally restore their federal recognition.

I. The Tribe was restored to its federal recognition pursuant to a court approved Stipulation for Entry of Judgment on June 8, 2009. *Wilton Miwok Rancheria and Dorothy Andrews v Salazar* (C-07-02681) and *MeWuk Indian Community of the Wilton Rancheria v. Salazar* (C-07-05706) (N.D. Calif., June 8, 2009).

J. Following consultations with County officials and community organizations for the purpose of identifying new potential reservation locations that would meet the economic development needs of the Tribe, while being compatible with surrounding lands uses and minimizing adverse impacts on County services and residents, the Tribe identified and optioned approximately 282 acres of unincorporated land in south Sacramento County (the "Mingo Road" property).

K. The County and the Tribe, through their respective governing bodies, recognize that both are governmental entities with responsibility for the health, safety, and general welfare of their respective communities.

L. The County recognizes that all lands title to which is held in trust by the United States for the Tribe in Sacramento County are subject to federal and tribal laws and regulatory authority, unless, pursuant to federal or tribal law, regulatory authority is vested in the State or County.

M. The County and the Tribe recognize that members of the Tribe and the residents of Sacramento County are neighbors with legitimate concerns over environmental quality, development, and the quality of life in Sacramento County.

N. The Tribe, as a federally-recognized Indian tribe, may engage in particular types of gaming under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq* ("IGRA") as a means to promote tribal economic development, self-sufficiency, and strong tribal government and to generally protect the welfare of its members.

O. IGRA makes Class III gaming activities lawful on lands of federally recognized Indian tribes only if such activities are conducted in conformity with a tribal-state compact entered into between the Indian Tribe and the state and approved by the Secretary of the Interior; or if a federal court finds that the state has not bargained with a tribe in good faith under IGRA, the Secretary of the Interior may issue the equivalent of a compact through what is referred to as "Secretarial Procedures."

P. The Tribe has filed a land-into-trust application with the Bureau of Indian Affairs, United States Department of Interior ("BIA"), with respect to approximately 282 acres of unincorporated land in south Sacramento County for the purpose of establishing a gaming facility, hotel, parking area and other ancillary facilities as more fully described in the DEIS/TPED, as defined below ("Project") to improve the socioeconomic status of the Tribe by providing a revenue source that will be used to strengthen the tribal government; provide new tribal housing; fund a variety of social, administrative, educational, health, and welfare services to improve the quality of life of tribal members; and provide capital for other economic development and investment opportunities.

Q. Although the Tribe's on-reservation compact-related activities are not subject to the California Environmental Quality Act ("CEQA") and the Tribe is sovereign as defined under federal law, in a 2011 Memorandum of Understanding between the County and the Tribe ("2011 MOU"), the Parties established a cooperative and mutually respectful government-to-government relationship regarding potential off-trust impacts of development on tribal lands within the County of Sacramento.

R. Under the 2011 MOU, the Parties established a process for the Parties to determine and enforce mitigation measures for proposed off-trust tribal land environmental, social and economic impacts and to provide a framework for future agreements between the Parties for development of specific projects on lands to be taken into trust for the Tribe. The 2011 MOU requires the Tribe to have prepared a Tribal Project Environmental Document ("TPED") to evaluate "off-reservation environmental impacts including significant off-reservation environmental effects of proposed project and environmental effects of proposed project not found to be significant." Once impacts have been identified, the 2011 MOU requires the Tribe to "construct and/or finance any Project identified as requiring mitigation in full compliance with the terms of an agreement" between the County and the Tribe.

S. One of the primary reasons for the 2011 MOU was that officials for Sacramento County (and the City of Elk Grove) did not want the Tribe to build a casino on or near its former Rancheria property in Wilton due to the rural nature of that area of the County.

T. In 2013, the BIA initiated the federal environmental review process necessary to comply with the National Environmental Policy Act, as a first step to having the Mingo Road property placed into trust for the benefit of the Tribe.

U. On December 29, 2015, the BIA circulated a draft environmental impact statement ("DEIS") and TPED (collectively referred to hereafter in this Agreement as the "DEIS/TPED") with respect to the Project. The DEIS/TPED identified potentially significant off-reservation impacts and suggested mitigation for those impacts.

V. The County and the Tribe have discussed the mutual benefits that could be derived from entering a mutually enforceable agreement with respect to the Project, and the County appreciates the Tribe's desire to operate its Project in a manner that benefits the Tribe and the community as a whole.

W. The proposed action of the Tribe to build the Project on the Mingo Road property after it is taken into trust for the benefit of the Tribe is not a County project and is not a project subject to the discretionary approval of the County, and therefore, is not subject to CEQA.

X. The County Board of Supervisors believes that it is in the best interests of Sacramento County to enter into this Agreement so as to clarify the County's role and to engage the Tribe in (1) a process for determining and enforcing mitigation measures for environmental impacts, and (2) the creation of a mitigation account to fund any such

mitigation measures.

Y. The County will not oppose the Tribe's trust acquisition request to the United States if the Tribe enters into this enforceable Agreement to comprehensively mitigate all the off-trust impacts of this acquisition, including, but not limited to, compensating the County for law enforcement and other public services to be provided to the Tribe's reservation lands.

Z. The Tribe is willing to enter into this Agreement as a responsible exercise of its sovereignty and in recognition of the fact that the Tribe's long-term governmental and business interests are best served by accommodating the legitimate needs of neighboring governments. The County likewise recognizes that benefits will be drawn from this Agreement, such as the provision of funds the County can use, in its own discretion, to further address the County's concerns regarding the Project.

AA. The County and the Tribe recognize that, absent any agreement providing otherwise, applicable law does not obligate the Tribe to pay any taxes that would be applicable to non-tribal commercial interests on the Mingo Road property. The County and the Tribe further recognize that the Tribe is not otherwise obligated to pay such taxes, except as may be expressly provided for herein.

BB. This Agreement represents a concerted effort on the part of the County and the Tribe to achieve a positive and constructive resolution of significant issues. This Agreement will enhance the government-to-government relationship between the County and the Tribe and effectuate a desire to maintain a continuing relationship that is both positive and responsive to the Parties' respective needs and desires.

CC. In addition to payments for the mitigation of significant off-reservation impacts identified within this Agreement, the County and the Tribe have agreed upon numerous provisions for additional contributions by the Tribe to the County for law enforcement, wildlife habitat and agricultural land conservation, roadway and infrastructure improvements, and social services that in part serve off-reservation needs of County residents and are not otherwise required by the DEIS/TPED ("Additional Contribution(s)").

NOW, THEREFORE, the County and the Tribe agree to enter into this Agreement for the purposes of: (1) establishing a mechanism for mitigation of impacts expected to result from the Project in manner that recognizes the uniqueness of Sacramento County; (2) providing financial resources to help fund those mitigation measures; and (3) strengthening the government-to-government relationship between the County and the Tribe.

To achieve these purposes, the County and the Tribe agree as follows:

1. Land to Be Taken Into Trust. This Agreement is solely concerning approximately 282 acres of unincorporated land in Sacramento County to be developed and used for the

operation of a facility for Class III gaming and hotel facility in conformity with the requirements of IGRA, this Agreement, and all other applicable state or federal law. The land is more specifically identified by the legal description attached as Exhibit A. This Agreement will take effect immediately upon the site identified within Exhibit A being taken into trust by the BIA.

2. Tribe's Commitments, Obligations, and Responsibilities.

a. Habitat Conservation and Agricultural Land Conservation.

i. The Tribe and the County have a mutual interest in protecting open space in south Sacramento County to preserve the natural and scenic qualities of that portion of the County. To achieve this objective, the County and its partners are developing the South Sacramento Habitat Conservation Plan (SSHCP) to protect and enhance wetlands and upland habitats to provide ecologically viable conservation areas.

ii. The Tribe shall make a set fund contribution of \$3,500,000 to the County to address habitat and agricultural land conservation. The Tribe shall pay this set fund contribution in two equal payments: the first payment shall be due one year after the Project is open to the public for business ("Opening Day"); the second payment shall be due two years after Opening Day. The first \$1 million paid shall be identified as the Tribe's full mitigation for the Project's expected impacts on habitat and agricultural land. The remaining \$2.5 million shall be identified as an Additional Contribution to the SSHCP to help the SSHCP purchase additional habitat and/or agricultural land beyond what is required to mitigate for the impacts from the Project.

b. Health and Social Services.

i. The Tribe will support local alcohol and other drug prevention and treatment policies, programs and community efforts. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make Additional Contributions of \$100,000 annually to Sacramento County drug and alcohol treatment programs and \$100,000 annually to Sacramento County domestic violence programs for the purpose of providing improved social services to residents of Sacramento County. Beginning in year two (2), these payments shall increase at a rate of 2% annually.

ii. As appropriate, the Tribe will participate in community organizations and groups such as the County Alcohol and Other Drug Prevention Coalition.

iii. The Tribe will actively monitor problems and mitigation efforts

relating to local alcohol and other drug use and local domestic violence and use this information for quality improvement.

iv. To the greatest extent practicable, the Tribe will ensure access to behavioral health services for tribal members, specifically to address alcohol and drug, gambling and suicide problems and disorders.

c. Problem Gambling. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make a mitigation payment of no less than \$50,000 per year to the California Council on Problem Gaming, or any successor organization dedicated to the same purpose agreed upon by the Parties, in mitigation of problem gambling. Of the \$50,000 contribution, at least ninety percent (90%) will be specifically directed for use in Sacramento County to address problem gambling issues as determined by Sacramento County. Beginning in year two (2), these payments shall increase at a rate of 2% annually.

d. Law Enforcement and Public Safety.

i. As a matter of federal law, P.L. 280, most state criminal laws continue to apply on Indian trust lands, including the Project site which the Tribe seeks to have placed into trust by the BIA, and the Sacramento County Sheriff's Department retains jurisdiction over the enforcement of those laws. The Parties recognize that the Project will necessitate an increased presence by the Sacramento County Sheriff's Department in the area of the Project.

ii. Beginning in the first year after Opening Day, the Tribe will pay \$1,430,000 (in quarterly payments of \$357,500, due on the first business day of each quarter) annually to the County of Sacramento. Beginning with the payment in year 2 and for each year thereafter, the Tribe shall pay the amount paid in the previous year increased by two percent (2%). Sixty percent (60%) of the annual amount paid to the County each year shall be direct mitigation to address both on-reservation and off-reservation potential crime impacts associated with the Project. Forty percent (40%) of the annual amount paid to the County shall be an Additional Contribution made for the purpose of providing additional and improved law enforcement services off-reservation in southern Sacramento County, which additional and improved law enforcement services are beyond what is required to address the impacts to law enforcement from the Project.

iii. The Sacramento County Sheriff's Department shall have the authority to enforce all state criminal laws on the Tribe's trust lands, including the Project site, except state gambling laws, in the same manner and to the same extent as the Sheriff has such jurisdiction elsewhere in the County. Prior to entering the Project site for the purpose of investigating or enforcing state criminal laws, the Sacramento County Sheriff's

Department shall notify the Tribe's public safety or security director, if any, and shall coordinate and cooperate with appropriate tribal law enforcement officers, if any, except when, in the good faith and reasonable judgment of the County Sheriff's Department's law enforcement officers involved, their safety, or the safety of patrons or employees of the facility, or the integrity of an investigation or enforcement action, would be materially compromised to do so.

iv. The Tribe will negotiate separate agreements for fire protection and emergency medical services with the appropriate entities.

v. Tribal security officers and/or tribal law enforcement officers shall work in conjunction with the Sacramento County Sheriff's Department to ensure effective, professional and safe administration of law enforcement.

vi. The Tribe will implement partnerships with surrounding law enforcement agencies to address societal challenges such as DUIs, illegal drug use, human trafficking, prostitution, child abuse and domestic violence.

vii. The Tribe will provide training to employees in the identification and reporting of problems such as DUIs, illegal drug use, human trafficking, prostitution, child abuse and domestic violence.

viii. The Tribe will implement proactive crime reduction policies and practices (e.g., signage, lighting, patrols).

ix. The Tribe will monitor data on safety problems and address problems proactively.

x. The Tribe will coordinate with Caltrans and local transportation agencies to ensure on- and off-ramps are designed/functioning to reduce safety problems (e.g., wrong way or DUI drivers).

xi. The Tribe will implement a coordinated set of interventions to prevent and reduce DUI related incidents. Such interventions may include, but are not limited to, alcohol free lounge area(s) with appropriate amenities to reduce the likelihood of DUIs; bus, taxi or commercial ride-sharing options; or overnight accommodations.

e. Payment in Lieu of Taxes. Beginning one year after Opening Day, the Tribe will make the following annual payments to the County to compensate for loss of property tax, sales tax, and transient occupancy tax in recognition of the fact that the Project is not subject to the same taxes to which other businesses in the County are subject.

End of Year 1	\$500,000
End of Year 2	\$750,000
End of Year 3	\$1,000,000
End of Year 4	\$1,500,000
End of Year 5	\$2,000,000

Beginning with the payment due at the end of year 6 and for all subsequent years, the amount paid in the previous year will be increased annually by two percent (2%).

f. Surrounding Area - Good Neighbor Policy/Government Relations. The Tribe will implement policies and practices to establish and maintain efficient and open lines of communication with surrounding public and private organizations. The Tribe's policies and practices may include, but are not limited to, maintaining efficient and open lines of communication with County schools, business associations, medical facilities, law enforcement agencies, and citizen's groups.

g. Limitations on Alcoholic Beverage Service.

i. The Tribe will implement and maintain a management and staff training program on the service and monitoring of alcoholic beverages including responsible beverage serving policies and practices.

ii. If the Tribe permits the consumption of alcoholic beverages in the applicable areas of the Project, the Tribe shall prohibit persons under the age of twenty-one (21) years from purchasing, consuming, or possessing alcoholic beverages. The Tribe shall also prohibit persons under the age of twenty-one (21) from being present in any area in which alcoholic beverages may be consumed, except to the extent permitted by the State Department of Alcoholic Beverage Control for other commercial establishments serving alcoholic beverages.

iii. The Tribe will ensure employee health benefit packages include behavioral health services, specifically to address alcohol and drug, gambling and suicide problems and disorders.

iv. Preventive Education: The Tribe will provide to employees prevention education and referral information for alcohol and drug, gambling and suicide problems and disorders.

h. Employment. The Tribe will work with County employment agencies and businesses to promote local job training and hiring.

i. Prevention

i. The Tribe shall not permit persons under the age of twenty-one

(21) years to be present in any room in which Class III Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Project.

ii. The Tribe will implement problem gambling prevention policies and procedures, including appropriate signage throughout the casino and resort.

iii. The Tribe will implement suicide prevention policies and procedures.

iv. The Tribe will implement alcohol and other drug prevention policies and procedures.

j. Traffic Impacts Mitigation. The DEIS/TPED for the Project and consultation with the County Department of Transportation and the State Department of Transportation ("Caltrans") reveal certain off-reservation traffic-related impacts on both State Highway 99 and certain County roads. Accordingly, to fully mitigate these off-reservation traffic-related impacts, the County and the Tribe agree to the following:

i. State Highway 99 Mitigation. The DEIS/TPED identified the need for the Tribe to address traffic impacts through the building of an overpass at Mingo Road. The Tribe has agreed to fund the construction of the overpass at Mingo Road. The Tribe agrees to work with Caltrans in good faith to insure that this overpass project fully mitigates the traffic-related impacts it will be designed to address. The Tribe will make good faith efforts to obtain the right-of-way necessary for the State Route 99 Mingo Road interchange and realignment of East Stockton Boulevard. The County will assist the Tribe in obtaining right-of-way when the Tribe has exhausted its efforts to obtain the right-of-way for the Mingo Road interchange. If necessary, the County will exercise eminent domain to obtain right-of-way as necessary with respect to the State Route 99 Mingo Road interchange and realignment of East Stockton Boulevard project. The Tribe commits to separately pay for the actual cost of right-of-way and any related eminent domain procedures, including all staff time and County Counsel time, obtained through such eminent domain process for the State Route 99 Mingo Road interchange and realignment of East Stockton Boulevard project. The County will fully comply with CEQA, to the extent applicable, in identifying and determining whether use of eminent domain will become necessary.

ii. County Road Mitigations. The Tribe will pay \$3,820,893 in mitigation to the County for the rebuilding of specific portions of East Stockton Boulevard and Mingo Road. Payment by the Tribe will correspond so that a prorated portion of this payment will be paid just

prior to the commencement of the environmental review for each improvement with the remaining prorated portion owed for that improvement to be paid just prior to the construction of the improvement. The payment amount is fixed for seven years from the date this MOU is fully executed. If the County does not receive payment within seven years from the date this MOU is fully executed, the payment above shall be increased at the rate of 2% annually from year 2016 to account for inflation. The County will fully comply with CEQA, to the extent applicable, in identifying and determining the specific improvements to be constructed. The County will work in good faith with Tribe to ensure that the rebuilding of roadways will be performed at the earliest possible date so as to be completed before Opening Day. The timing of construction of said improvements is contingent upon obtaining various permits outside the County's control and is also dependent upon CEQA compliance, right-of-way acquisition, and interface with the State Route 99 Mingo Road interchange design, utility coordination and relocation.

iii. County Road Maintenance. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will pay \$76,350 annually to maintain the rebuilt portions of East Stockton Boulevard and Mingo Road. Beginning in the second year in which this payment is due, the payment shall increase at a rate of 2% annually.

iv. Additional Contribution to Roadway Construction. The Tribe will make an Additional Contribution of \$6,505,847 to the County for the rebuilding of specific portions of McKenzie Road and Arno Road. This payment shall represent an additional contribution of the Tribe beyond what is required to mitigate for the off-reservation traffic impacts of the Project. Payment by the Tribe will correspond so that a prorated portion of this payment will be paid just prior to the commencement of the environmental review for each improvement with the remaining prorated portion owed for that improvement to be paid just prior to the construction of the improvement. The payment amount is fixed for seven years from the date this MOU is fully executed. If the County does not receive payment within seven years from the date this MOU is fully executed, the payment above shall be increased at the rate of 2% annually from year 2016 to account for inflation. The County will fully comply with CEQA, to the extent applicable, in identifying and determining the specific improvements to be constructed. The County will work in good faith with the Tribe to ensure that the rebuilding of roadways will be performed at the earliest possible date so as to be completed before Opening Day. The timing of construction of said improvements is contingent upon obtaining various permits outside the County's control and is also dependent upon CEQA compliance, right-of-way acquisition, and interface with the State Route 99 Mingo Road interchange design, utility coordination and relocation.

v. Additional Contributions for County Road Maintenance. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make an Additional Contribution of \$131,265 to the County annually to support maintenance of the other County roads. Beginning in the second year in which this payment is due, the payment shall increase at a rate of 2% annually.

vi. West Stockton Boulevard. Because of the encroachment onto the Tribe's trust land that would result from the rebuilding of West Stockton Boulevard between Twin Cities Road and Mingo Road, the Parties have concluded that such rebuilding will be unnecessary because of the Tribe's other commitments to mitigation. When practicable, the County shall seek to return to the Tribe its right-of-way to West Stockton Boulevard between Twin Cities Road and Mingo Road. The Tribe will be responsible for any costs or price required to effectuate the return said right-of-way. In addition, the County will fully comply with CEQA, to the extent applicable, in identifying and determining whether this right-of-way may be returned to the Tribe.

k. Water Resources. The Tribe will undertake each of the following:

i. While the Tribe shall not be required to obtain permits from Sacramento County Emergency Management Department ("EMD"), for any wells not utilized by the Project, the Tribe will commit to destroy or cap them consistent with EMD guidelines for doing the same.

ii. While the Tribe shall not be required to obtain permits from EMD, if any new wells are drilled, the Tribe commits to do so in a manner consistent with EMD guidelines for the same.

iii. Meter and report any well usage to EMD until such time as a groundwater authority is formed.

iv. Participate in any future County groundwater authority.

l. Tribal Environmental Impact Report. The County agrees that the foregoing measures in paragraphs (a) through (k) will further and fully address and mitigate any and all impacts of the Project to the environment and County services as described in the DEIS/TPED documents prepared by the BIA, as well as under the Tribal Environmental Impact Report and any other environmental document the Tribe must prepare or have prepared for the Project under any compact with the State of California.

3. County Commitments, Obligations, and Responsibilities: CEQA Compliance by County.

- a. The County acknowledges that it will fully comply with CEQA to the extent applicable before funding, approving, or undertaking any discretionary action described in this Agreement that affects the physical environment. Nothing in this Agreement shall be construed in any manner that constitutes funding, approving, or undertaking any particular action or otherwise limit the County's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects.
- b. The County also acknowledges that it will promptly comply with CEQA to the extent applicable before it exercises its discretion and commits to any particular course of action that may directly or indirectly affect the physical environment so as to minimize any delay with the County's obligations to the Tribe by this Agreement.
- c. With respect to the County, the execution of this Agreement is not a project under CEQA because this Agreement creates a governmental funding mechanism that can be used for traffic or other mitigation programs should the County undertake such actions after compliance with CEQA to the extent applicable.
- d. With respect to any CEQA obligation required of the County by this Agreement, no action or failure to act by the County is to be construed as a default of any obligation undertaken by the Tribe under this Agreement.
- e. In consideration for the obligations undertaken by the Tribe herein, the County shall provide correspondence to the United States Department of Interior, Bureau of Indian Affairs, that it does not oppose the application of the Tribe to the United States and requests the United States to take lands, as identified in Exhibit A, into trust for the benefit of the Tribe and respond to inquiries about the Tribe's trust application from the BIA in a manner that is consistent with the correspondence.
- f. The County agrees to affirmatively support the Mingo Road overpass project's inclusion in any Metropolitan Transportation Improvement Plan and Program and to further affirmatively support the issuance of any construction permit(s) by Caltrans for the construction of the Mingo Road overpass project. The County agrees to consider, in its discretion, to join the Tribe, at the Tribe's expense, to affirmatively oppose any effort by any party to enjoin the construction and/or opening of the Project or Mingo Road overpass project. The County agrees that it would be appropriate for construction of the Mingo Road overpass project to begin pending any judicial determination.
- g. The County will not oppose efforts by the Tribe to negotiate and obtain a compact with the State of California. The County acknowledges the payments provided herein will fully address the impacts to the County associated with the

Project and the Mingo Road overpass project described herein.

4. Continued Relations. In an effort to foster the government-to-government relationship between the County and the Tribe, representatives of the County and the Tribe agree to meet on a regular basis, and no less than annually, to discuss any issues or concerns either or both may possess with respect to their respective communities, whether in conjunction with the Project, impacts associated with the Project, this Agreement or otherwise.

5. Voluntary Resolution; Reference to Other Means of Resolution.

a. In recognition of the government-to-government relationship of the Tribe and the County, the Parties hereby agree to use their best efforts to resolve any disputes that may arise under this Agreement through good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive relief against the other to enforce terms and conditions of this Agreement when circumstances are deemed to require immediate relief, the Parties hereby agree to work to resolve any disputes informally first, through a process of meeting and conferring in good faith. The Parties agree that such a process would foster cooperation and efficiency in the administration and compliance by each other with the terms of this Agreement. The Parties agree to the following dispute resolution process:

i. Either Party will give the other Party, as soon as possible after the event giving rise to the concern, a written notice specifically detailing the concern and issue needing resolution.

ii. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) days after actual receipt of the notice, unless both Parties agree in writing to an extension of time.

iii. Disputes that arise under this Agreement and that are not otherwise resolved through informal negotiation or other mutually acceptable means as provided in this Section 5, shall be resolved in the Superior Court of the State of California, County of Sacramento. The Parties agree that venue is proper in the Sacramento County Superior Court. The disputes to be submitted to the court include, but are not limited to, claims of breach or violation of this Agreement. The Parties nonetheless agree that, except in the case of imminent threat to the public health or safety, they will take reasonable efforts to explore alternative dispute resolution, including mediation, prior to resorting to judicial process.

6. Tribal Sovereignty. The Parties acknowledge and agree that the Tribe:

a. Is a federally recognized Indian Tribe.

b. Is not generally subject to the jurisdiction of the County or its laws, rules, regulations and ordinances.

c. Has the right to have land taken into trust by the United States for the benefit of the Tribe.

d. Has not submitted to, and nothing in this Agreement is intended to constitute or shall be construed as constituting a submission by the Tribe to, the jurisdiction of:

i. the County or any of its subdivisions or departments;

ii. any of its or their respective officials, employees, inspectors, or contractors; or

iii. any of its or their respective laws, rules, regulations, ordinances, general plans, or specific plans.

7. Limited Waiver of Sovereign Immunity

a. The Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of the County as to any dispute that arises out of this Agreement. The Tribe hereby consents only to the jurisdiction of the Sacramento County Superior Court of California (and all relevant courts of appeal), for the limited purpose of hearing any dispute arising out of this Agreement. The Parties agree that jurisdiction and venue for any such dispute will be in (and the Tribe's limited waiver of sovereign immunity will extend to) Sacramento County Superior Court.

b. The Tribe's waiver of sovereign immunity from suit is specifically limited to permitting, and does permit, the following actions and judicial remedies:

i. The enforcement of a judgment of specific performance or injunctive relief requiring the Tribe to perform an obligation under this Agreement or enjoining the Tribe from conduct deemed by a court to constitute a breach of this Agreement.

ii. The enforcement of a judgment awarding money and/or damages. The waiver is limited to amounts due under the terms of this Agreement, and in no instance shall the waiver be read to allow judicial enforcement of any kind against the assets of the Tribe, other than the revenue stream of its Project. In addition, enforcement may not be levied against any Indian land or structures located thereon over which the Tribe exercises governmental control.

c. The Tribe does not waive any aspect of its sovereign immunity with respect to actions by any third parties.

8. Damages. The Parties hereby agree that, in the event of default, any damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties to this Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits, or attorney's fees. By acceptance and execution of this Agreement, the Parties hereby agree that the only monetary damages contemplated by the Parties as arising from this Agreement are actual or direct damages which do not, in any event, exceed the contribution amounts expressly stated in this Agreement and that the Parties are precluded from asserting any claims for additional or other monetary damages.

9. Reopener Provisions.

a. Either Party may request that the other Party renegotiate one or more terms of this Agreement if and only if: (1) there is a significant change that directly or indirectly relates to a Party's expectations under this Agreement, and (2) that change materially impacts that Party. Such changes may include, but are not limited to, a change in the jurisdiction of the proposed site prior to that land being taken into trust that decreases the County's responsibility with respect to services to the proposed site, a change in State or federal law that extends gaming to non-Indians or non-Indian lands, or a material increase or reduction in the scope of gaming at the Project either through a decision by the Tribe or through a change in federal or State law.

b. A request to renegotiate one or more terms of this Agreement will be made in writing, addressed to the other Party. The request will specify the basis for the request.

c. If the request is determined to meet the requirements for renegotiation pursuant to this Section 9, then the Parties will meet within thirty (30) days from the receipt of the request and will commence to renegotiate in good faith. The sole purpose of the negotiation will be to determine if there are alternative terms that are consistent with the purposes of this Agreement. Neither party is obligated to agree to a new agreement or any new term(s) as a result of the renegotiation process authorized by this Section 9.

10. Suspension Events. If, due to Force Majeure (as hereinafter defined) a material portion of the gaming operations previously conducted by the Tribe on the Mingo Road site are suspended or terminated, the Parties' obligations under this Agreement shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section 11, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation, or governmental policy that has a material affect on

the Project; riots; war; or terrorism. Nothing in this Section 11 shall reduce the Tribe's liability for contributions or other payments that become due or payable prior to the date such gaming operations are suspended or terminated.

11. Notices.

a. Any notices required or permitted under this Agreement shall be in writing and may be personally delivered, or delivered via United States Postal Service, first class mail, certified, postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed to the respective representatives of the County and the Tribe at their respective addresses as follows:

For the County:

County Executive Officer
700 H Street, 7th Floor
Sacramento, CA 95814

With Copies To:

County Counsel
700 H Street, Room 2650
Sacramento, CA 95814

For the Tribe:

Tribal Chairperson
9728 Kent Street
Elk Grove, CA 95624

With Copies To:

Tribal Attorney
9728 Kent Street
Elk Grove, CA 95624

b. Any Party may change the address to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

c. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on receipt if sent by first class mail, certified, postage prepaid.

12. Miscellaneous Provisions.

a. Term of Agreement. This Agreement will take effect immediately upon the Mingo Road property identified within this Agreement being taken into trust by the BIA and will remain in effect until replaced by a new agreement between the Parties. In the event that the Mingo Road property identified by this Agreement is never taken into trust by the BIA or that the application for land-into-trust is abandoned or withdrawn by the Tribe, or the Tribe does not receive a valid compact from the State of California or the right to operate the Project under Secretarial Procedures, this Agreement shall never come into effect.

b. No Third Party Beneficiaries and No Assignment. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for

any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

c. Amendments. This Agreement may be amended only by written instrument signed by the Parties.

d. Waiver. The waiver by either Party or any of its officers, agents or employees or the failure of either Party or any of its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of the same, or of any terms, covenants or conditions of this Agreement.

e. Authorized Representatives. The persons executing this Agreement on behalf of the Parties affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that both Parties are relying on these representations in entering into this Agreement.

f. Severability. It is the express intent of the Parties that if any provision of this Agreement is held by a court of competent jurisdiction, following exhaustion of all appeals, to be invalid or unenforceable, then that provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect. The Parties shall enter into good faith negotiations to replace the invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to the economic effect of the invalid or unenforceable provision.

g. Timely Performance. The Parties acknowledge that time is of the essence in the performance of this Agreement. Each Party hereby covenants to act diligently and in good faith, and without undue delay in the performance of any of its obligations under this Agreement.

h. Entire Agreement.

i. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.

ii. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal

parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

iii. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS THEREOF, the Parties hereby enter and execute this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.


DATED:

COUNTY OF SACRAMENTO

BY: 
Nav Gill
County Executive ~~Officer~~

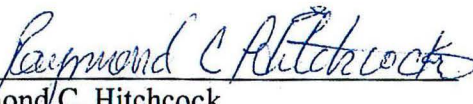
DATED: 6-16-16

APPROVED AS TO FORM:

BY: 
Krista C. Whitman
Assistant County Counsel

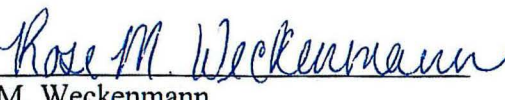
DATED:

WILTON RANCHERIA

BY: 
Raymond C. Hitchcock
Chairperson

DATED:

APPROVED AS TO FORM:

BY: 
Rose M. Weckenmann
Counsel for Wilton Rancheria

**MEMORANDUM OF UNDERSTANDING
AND INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF SACRAMENTO
AND WILTON RANCHERIA**

This Memorandum of Understanding and Intergovernmental Agreement ("Agreement") is entered into this 14th day of June 2016, between the County of Sacramento, a political subdivision of the State of California ("Sacramento County" or "County"), and Wilton Rancheria, a federally-recognized Indian Tribe ("Wilton Rancheria" or "Tribe") (each, a "Party", and collectively referred to as the "Parties").

RECITALS

A. Wilton Rancheria is a federally-recognized Indian Tribe located within the geographical boundaries of the County of Sacramento.

B. The historical existence of a separate, cohesive band of Miwok Indians, occupying villages throughout southern Sacramento County, which survived the gold rush and subsequent settlement of Sacramento County by non-Indians has been documented.

C. In 1927, the United States acquired land in trust for Wilton Rancheria near the Town of Wilton in Sacramento County and formally established a reservation there, known as Wilton Rancheria, on which tribal members lived as a community despite great adversity.

D. In 1958, as part of the federal policy designed to assimilate the nation's Indians, the United States Congress enacted the Rancheria Act, P.L. 85-671, authorizing the termination of federal trust responsibilities to a number of California Indian tribes, including Wilton Rancheria.

E. In 1964, federal recognition of Wilton Rancheria was terminated and the lands comprising Wilton Rancheria were sold off to individuals.

F. In 1970, President Nixon issued a Special Message to Congress on Indian Affairs in which he declared the policy of termination a failure and called upon Congress to repudiate it, 116 Cong. Rec. 23258 (daily ed. July 8, 1970).

G. In 1978, Congress enacted the Indian Self-Determination Act, 25 U.S.C. § 450, *et seq.*

H. Pursuant to the federal policy of self-determination, surviving members of Wilton Rancheria and their lineal descendants reorganized their tribal government as Wilton Rancheria and requested the United States to formally restore their federal recognition.

I. The Tribe was restored to its federal recognition pursuant to a court approved

Stipulation for Entry of Judgment on June 8, 2009. *Wilton Miwok Rancheria and Dorothy Andrews v Salazar* (C-07-02681) and *MeWuk Indian Community of the Wilton Rancheria v. Salazar* (C-07-05706) (N.D. Calif., June 8, 2009).

J. Following consultations with County officials and community organizations for the purpose of identifying new potential reservation locations that would meet the economic development needs of the Tribe, while being compatible with surrounding lands uses and minimizing adverse impacts on County services and residents, the Tribe identified approximately thirty-four (34) acres of land located within the jurisdictional boundaries of the City of Elk Grove, California (the “Elk Grove property”).

K. The County and the Tribe, through their respective governing bodies, recognize that both are governmental entities with responsibility for the health, safety, and general welfare of their respective communities.

L. The County recognizes that all lands title to which is held in trust by the United States for the Tribe in Sacramento County are subject to federal and tribal laws and regulatory authority, unless, pursuant to federal or tribal law, regulatory authority is vested in the State or County.

M. The County and the Tribe recognize that members of the Tribe and the residents of Sacramento County are neighbors with legitimate concerns over environmental quality, development, and the quality of life in Sacramento County.

N. The Tribe, as a federally-recognized Indian tribe, may engage in particular types of gaming under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq* (“IGRA”) as a means to promote tribal economic development, self-sufficiency, and strong tribal government and to generally protect the welfare of its members.

O. IGRA makes Class III gaming activities lawful on lands of federally recognized Indian tribes only if such activities are conducted in conformity with a tribal-state compact entered into between the Indian Tribe and the state and approved by the Secretary of the Interior; or if a federal court finds that the state has not bargained with a tribe in good faith under IGRA, the Secretary of the Interior may issue the equivalent of a compact through what is referred to as “Secretarial Procedures.”

P. The Tribe has filed a land-into-trust application with the Bureau of Indian Affairs, United States Department of Interior (“BIA”), for the purpose of establishing a gaming facility, hotel, parking area and other ancillary facilities as more fully described in the DEIS/TPED, as defined below (“Project”) to improve the socioeconomic status of the Tribe by providing a revenue source that will be used to strengthen the tribal government; provide new tribal housing; fund a variety of social, administrative, educational, health, and welfare services to improve the quality of life of tribal members; and provide capital for other economic development and investment opportunities.

Q. Although the Tribe’s on-reservation compact-related activities are not subject to

the California Environmental Quality Act ("CEQA") and the Tribe is sovereign as defined under federal law, in a 2011 Memorandum of Understanding between the County and the Tribe ("2011 MOU"), the Parties established a cooperative and mutually respectful government-to-government relationship regarding potential off-trust impacts of development on tribal lands within the County of Sacramento.

R. Under the 2011 MOU, the Parties established a process for the Parties to determine and enforce mitigation measures for proposed off-trust tribal land environmental, social and economic impacts and to provide a framework for future agreements between the Parties for development of specific projects on lands to be taken into trust for the Tribe. The 2011 MOU requires the Tribe to have prepared a Tribal Project Environmental Document ("TPED") to evaluate "off-reservation environmental impacts including significant off-reservation environmental effects of proposed project and environmental effects of proposed project not found to be significant." Once impacts have been identified, the 2011 MOU requires the Tribe to "construct and/or finance any Project identified as requiring mitigation in full compliance with the terms of an agreement" between the County and the Tribe.

S. One of the primary reasons for the 2011 MOU was that officials for Sacramento County and the City of Elk Grove did not want the Tribe to build a casino on or near its former Rancheria property in Wilton due to the rural nature of that area of the County.

T. In 2013, the BIA initiated the federal environmental review process necessary to comply with the National Environmental Policy Act, as a first step to having the Elk Grove property placed into trust for the benefit of the Tribe.

U. On December 29, 2015, the BIA circulated a draft environmental impact statement ("DEIS") and TPED (collectively referred to hereafter in this Agreement as the "DEIS/TPED") with respect to the Project. The DEIS/TPED identified potentially significant off-reservation impacts and suggested mitigation for those impacts.

V. The County and the Tribe have discussed the mutual benefits that could be derived from entering a mutually enforceable agreement with respect to the Project, and the County appreciates the Tribe's desire to operate its Project in a manner that benefits the Tribe and the community as a whole.

W. The proposed action of the Tribe to build the Project on the Elk Grove property after it is taken into trust for the benefit of the Tribe is not a County project and is not a project subject to the discretionary approval of the County, and therefore, is not subject to CEQA.

X. The County Board of Supervisors believes that it is in the best interests of Sacramento County to enter into this Agreement so as to clarify the County's role and to engage the Tribe in (1) a process for determining and enforcing mitigation measures for environmental impacts, and (2) the creation of a mitigation account to fund any such mitigation measures.

Y. The County will not oppose the Tribe's trust acquisition request to the United States if the Tribe enters into this enforceable Agreement to comprehensively mitigate all the off-trust impacts of this acquisition, including, but not limited to, compensating the County for law enforcement and other public services to be provided to the Tribe's reservation lands.

Z. The Tribe is willing to enter into this Agreement as a responsible exercise of its sovereignty and in recognition of the fact that the Tribe's long-term governmental and business interests are best served by accommodating the legitimate needs of neighboring governments. The County likewise recognizes that benefits will be drawn from this Agreement, such as the provision of funds the County can use, in its own discretion, to further address the County's concerns regarding the Project.

AA. The County and the Tribe recognize that, absent any agreement providing otherwise, applicable law does not obligate the Tribe to pay any taxes that would be applicable to non-tribal commercial interests on the Elk Grove property. The County and the Tribe further recognize that the Tribe is not otherwise obligated to pay such taxes, except as may be expressly provided for herein.

BB. This Agreement represents a concerted effort on the part of the County and the Tribe to achieve a positive and constructive resolution of significant issues. This Agreement will enhance the government-to-government relationship between the County and the Tribe and effectuate a desire to maintain a continuing relationship that is both positive and responsive to the Parties' respective needs and desires.

CC. In addition to payments for the mitigation of significant off-reservation impacts identified within this Agreement, the County and the Tribe have agreed upon numerous provisions for additional contributions by the Tribe to the County for law enforcement, wildlife habitat and agricultural land conservation, roadway and infrastructure improvements, and social services that in part serve off-reservation needs of County residents and are not otherwise required by the DEIS/TPED ("Additional Contribution(s)").

NOW, THEREFORE, the County and the Tribe agree to enter into this Agreement for the purposes of: (1) establishing a mechanism for mitigation of impacts expected to result from the Project in manner that recognizes the uniqueness of Sacramento County; (2) providing financial resources to help fund those mitigation measures; and (3) strengthening the government-to-government relationship between the County and the Tribe.

To achieve these purposes, the County and the Tribe agree as follows:

1. Land to Be Taken Into Trust. This Agreement is solely concerning approximately 34 acres of land located in Elk Grove, Sacramento County, California, to be developed and used for the operation of a facility for Class III gaming and hotel facility in

conformity with the requirements of IGRA, this Agreement, and all other applicable state or federal law. The land is more specifically identified by the legal description attached as Exhibit A. This Agreement will take effect immediately upon the Elk Grove property identified within Exhibit A being taken into trust by the BIA.

2. Tribe's Commitments, Obligations, and Responsibilities.

a. Health and Social Services.

i. The Tribe will support local alcohol and other drug prevention and treatment policies, programs and community efforts. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make Additional Contributions of \$100,000 annually to Sacramento County drug and alcohol treatment programs and \$100,000 annually to Sacramento County domestic violence programs for the purpose of providing improved social services to residents of Sacramento County. Beginning in year two (2), these payments shall increase at a rate of 2% annually.

ii. As appropriate, the Tribe will participate in community organizations and groups such as the County Alcohol and Other Drug Prevention Coalition.

iii. The Tribe will actively monitor problems and mitigation efforts relating to local alcohol and other drug use and local domestic violence and use this information for quality improvement.

iv. To the greatest extent practicable, the Tribe will ensure access to behavioral health services for tribal members, specifically to address alcohol and drug, gambling and suicide problems and disorders.

b. Problem Gambling. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make a mitigation payment of no less than \$50,000 per year to the California Council on Problem Gaming, or any successor organization dedicated to the same purpose agreed upon by the Parties, in mitigation of problem gambling. Of the \$50,000 contribution, at least ninety percent (90%) will be specifically directed for use in Sacramento County to address problem gambling issues as determined by Sacramento County. Beginning in year two (2), these payments shall increase at a rate of 2% annually.

c. Law Enforcement and Public Safety.

i. The Tribe will negotiate a separate agreement for law enforcement services with the City of Elk Grove, California.

ii. The Tribe will negotiate a separate agreement for fire protection and emergency medical services with the Cosumnes CSD, Fire Department.

iii. Tribal security officers and/or tribal law enforcement officers shall work in conjunction with the Elk Grove Police Department to ensure effective, professional and safe administration of law enforcement.

iv. The Tribe will implement partnerships with surrounding law enforcement agencies to address societal challenges such as DUIs, illegal drug use, human trafficking, prostitution, child abuse and domestic violence.

v. The Tribe will provide training to employees in the identification and reporting of problems such as DUIs, illegal drug use, human trafficking, prostitution, child abuse and domestic violence.

vi. The Tribe will implement proactive crime reduction policies and practices (e.g., signage, lighting, patrols).

vii. The Tribe will monitor data on safety problems and address problems proactively.

viii. The Tribe will coordinate with Caltrans and local transportation agencies to ensure on- and off-ramps are designed/functioning to reduce safety problems (e.g., wrong way or DUI drivers).

xi. The Tribe will implement a coordinated set of interventions to prevent and reduce DUI related incidents. Such interventions may include, but are not limited to, alcohol free lounge area(s) with appropriate amenities to reduce the likelihood of DUIs; bus, taxi or commercial ride-sharing options; or overnight accommodations.

d. General Mitigation.

i. Beginning one year after Opening Day, the Tribe will make the following annual payments to the County to reimburse the County for costs associated with off-reservation impacts resulting from the Project and to reimburse the County for the additional, intangible expenses unrelated to mitigation of environmental impacts that the County will incur as a result of the Project:

End of Year 1	\$500,000
End of Year 2	\$750,000
End of Year 3	\$1,000,000
End of Year 4	\$1,500,000

End of Year 5 \$2,000,000

ii. Beginning with the payment due at the end of year 6 and for all subsequent years, the amount paid in the previous year will be increased annually by two percent (2%).

iii. Of the amount paid to the County by the Tribe pursuant to Section 2(d)(i) above, fifty (50%) percent will be applied to reimburse the County for costs directly associated with off-reservation impacts resulting from the Project and fifty (50%) percent will be an Additional Contribution to reimburse the County for any intangible expenses that the County will incur as a result of the Project. Under no circumstance will this subsection be interpreted or construed to require the County to apply the monies received from the Tribe pursuant to this Agreement to any specific program or expenditure or in a specified amount or percentage.

e. Surrounding Area - Good Neighbor Policy/Government Relations. The Tribe will implement policies and practices to establish and maintain efficient and open lines of communication with surrounding public and private organizations. The Tribe's policies and practices may include, but are not limited to, maintaining efficient and open lines of communication with County schools, business associations, medical facilities, law enforcement agencies, and citizen's groups.

f. Limitations on Alcoholic Beverage Service.

i. The Tribe will implement and maintain a management and staff training program on the service and monitoring of alcoholic beverages including responsible beverage serving policies and practices.

ii. If the Tribe permits the consumption of alcoholic beverages in the applicable areas of the Project, the Tribe shall prohibit persons under the age of twenty-one (21) years from purchasing, consuming, or possessing alcoholic beverages. The Tribe shall also prohibit persons under the age of twenty-one (21) from being present in any area in which alcoholic beverages may be consumed, except to the extent permitted by the State Department of Alcoholic Beverage Control for other commercial establishments serving alcoholic beverages.

iii. The Tribe will ensure employee health benefit packages include behavioral health services, specifically to address alcohol and drug, gambling and suicide problems and disorders.

iv. Preventive Education: The Tribe will provide to employees prevention education and referral information for alcohol and drug, gambling and suicide problems and disorders.

g. Employment. The Tribe will work with County employment agencies and businesses to promote local job training and hiring.

h. Prevention

i. The Tribe shall not permit persons under the age of twenty-one (21) years to be present in any room in which Class III Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Project.

ii. The Tribe will implement problem gambling prevention policies and procedures, including appropriate signage throughout the casino and resort.

iii. The Tribe will implement suicide prevention policies and procedures.

iv. The Tribe will implement alcohol and other drug prevention policies and procedures.

i. Traffic Impacts Mitigation. The DEIS/TPED for the Project and consultation with the County Department of Transportation and the City of Elk Grove Department of Public Works reveal certain off-reservation traffic-related impacts on both City of Elk Grove roads and certain County roads. Accordingly, to fully mitigate these off-reservation traffic-related impacts, the County and the Tribe agree to the following:

i. County Road Mitigation. The DEIS/TPED identified the need for the Tribe to address traffic impacts to certain County roads relative to the Elk Grove property. Because the City of Elk Grove is also responsible in part for infrastructure improvements to the roadways identified in the DEIS/TPED, the Tribe agrees to work with the City of Elk Grove in good faith to develop an agreement in which the Tribe will contribute sufficient payments to the City of Elk Grove so that all necessary mitigation of traffic impacts recommended within the DEIS/TPED related to the Elk Grove property are fully funded by the Tribe's payment. In the event the Tribe is unsuccessful securing an agreement with the City of Elk Grove for mitigation of impacts on the shared roadway facilities between the City of Elk Grove and the County of Sacramento, the Tribe shall pay the County a fair share fee for mitigation of impacts to the shared and County roadway facilities.

ii. County Road Maintenance. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will pay \$215,000 annually. Beginning in the second year in which this payment is due, the payment will increase at a rate of 2% annually. Of the amount

paid to the County by the Tribe pursuant to this subsection, fifty (50%) percent will be applied to reimburse the County for costs directly associated with off-reservation traffic impacts resulting from the Project and fifty (50%) percent will be an Additional Contribution beyond what is required to mitigate for the off-reservation traffic impacts of the Project.

j. Tribal Environmental Impact Report. The County agrees that the foregoing measures in paragraphs (a) through (i) will further and fully address and mitigate any and all impacts of the Project to the environment and County services as described in the DEIS/TPED documents prepared by the BIA, as well as under the Tribal Environmental Impact Report and any other environmental document the Tribe must prepare or have prepared for the Project under any compact with the State of California.

3. County Commitments, Obligations, and Responsibilities: CEQA Compliance by County.

a. The County acknowledges that it will fully comply with CEQA to the extent applicable before funding, approving, or undertaking any discretionary action described in this Agreement that affects the physical environment. Nothing in this Agreement shall be construed in any manner that constitutes funding, approving, or undertaking any particular action or otherwise limit the County's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects.

b. The County also acknowledges that it will promptly comply with CEQA to the extent applicable before it exercises its discretion and commits to any particular course of action that may directly or indirectly affect the physical environment so as to minimize any delay with the County's obligations to the Tribe by this Agreement.

c. With respect to the County, the execution of this Agreement is not a project under CEQA because this Agreement creates a governmental funding mechanism that can be used for traffic or other mitigation programs should the County undertake such actions after compliance with CEQA to the extent applicable.

d. With respect to any CEQA obligation required of the County by this Agreement, no action or failure to act by the County is to be construed as a default of any obligation undertaken by the Tribe under this Agreement.

e. In consideration for the obligations undertaken by the Tribe herein, the County shall provide correspondence to the BIA that it does not oppose the application of the Tribe to the United States and requests the United States to take lands, as identified in Exhibit A, into trust for the benefit of the Tribe and respond to inquiries about the Tribe's trust application from the BIA in a manner that is

consistent with the correspondence.

f. The County agrees to consider, in its discretion, to join the Tribe, at the Tribe's expense, to affirmatively oppose any effort by any party to enjoin the construction and/or opening of the Project.

g. The County will not oppose efforts by the Tribe to negotiate and obtain a compact with the State of California. The County acknowledges the payments provided herein will fully address the impacts to the County associated with the Project described herein.

4. Continued Relations. In an effort to foster the government-to-government relationship between the County and the Tribe, representatives of the County and the Tribe agree to meet on a regular basis, and no less than annually, to discuss any issues or concerns either or both may possess with respect to their respective communities, whether in conjunction with the Project, impacts associated with the Project, this Agreement or otherwise.

5. Voluntary Resolution; Reference to Other Means of Resolution.

a. In recognition of the government-to-government relationship of the Tribe and the County, the Parties hereby agree to use their best efforts to resolve any disputes that may arise under this Agreement through good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive relief against the other to enforce terms and conditions of this Agreement when circumstances are deemed to require immediate relief, the Parties hereby agree to work to resolve any disputes informally first, through a process of meeting and conferring in good faith. The Parties agree that such a process would foster cooperation and efficiency in the administration and compliance by each other with the terms of this Agreement. The Parties agree to the following dispute resolution process:

i. Either Party will give the other Party, as soon as possible after the event giving rise to the concern, a written notice specifically detailing the concern and issue needing resolution.

ii. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) days after actual receipt of the notice, unless both Parties agree in writing to an extension of time.

iii. Disputes that arise under this Agreement and that are not otherwise resolved through informal negotiation, or other mutually acceptable means as provided in this Section 5 shall be resolved in the Superior Court of the State of California, County of Sacramento. The Parties agree that venue is proper in the Sacramento County Superior Court. The disputes to be

submitted to the court include, but are not limited to, claims of breach or violation of this Agreement. The Parties nonetheless agree that, except in the case of imminent threat to the public health or safety, they will take reasonable efforts to explore alternative dispute resolution, including mediation, prior to resorting to judicial process.

6. Tribal Sovereignty. The Parties acknowledge and agree that the Tribe:
 - a. Is a federally recognized Indian Tribe.
 - b. Is not generally subject to the jurisdiction of the County or its laws, rules, regulations and ordinances.
 - c. Has the right to have land taken into trust by the United States for the benefit of the Tribe.
 - d. Has not submitted to, and nothing in this Agreement is intended to constitute or shall be construed as constituting a submission by the Tribe to, the jurisdiction of:
 - i. the County or any of its subdivisions or departments;
 - ii. any of its or their respective officials, employees, inspectors, or contractors; or
 - iii. any of its or their respective laws, rules, regulations, ordinances, general plans, or specific plans.
7. Limited Waiver of Sovereign Immunity
 - a. The Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of the County as to any dispute that arises out of this Agreement. The Tribe hereby consents only to the jurisdiction of the Sacramento County Superior Court of California (and all relevant courts of appeal), for the limited purpose of hearing any dispute arising out of this Agreement. The Parties agree that jurisdiction and venue for any such dispute will be in (and the Tribe's limited waiver of sovereign immunity will extend to) Sacramento County Superior Court.
 - b. The Tribe's waiver of sovereign immunity from suit is specifically limited to permitting, and does permit, the following actions and judicial remedies:
 - i. The enforcement of a judgment of specific performance or injunctive relief requiring the Tribe to perform an obligation under this Agreement or enjoining the Tribe from conduct deemed by a court to constitute a breach of this Agreement.

ii. The enforcement of a judgment awarding money and/or damages. The waiver is limited to amounts due under the terms of this Agreement, and in no instance shall the waiver be read to allow judicial enforcement of any kind against the assets of the Tribe, other than the revenue stream of its Project. In addition, enforcement may not be levied against any Indian land or structures located thereon over which the Tribe exercises governmental control.

c. The Tribe does not waive any aspect of its sovereign immunity with respect to actions by any third parties.

8. Damages. The Parties hereby agree that, in the event of default, any damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties to this Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits, or attorney's fees. By acceptance and execution of this Agreement, the Parties hereby agree that the only monetary damages contemplated by the Parties as arising from this Agreement are actual or direct damages which do not, in any event, exceed the contribution amounts expressly stated in this Agreement and that the Parties are precluded from asserting any claims for additional or other monetary damages.

9. Reopener Provisions.

a. Either Party may request that the other Party renegotiate one or more terms of this Agreement if and only if: (1) there is a significant change that directly or indirectly relates to a Party's expectations under this Agreement, and (2) that change materially impacts that Party. Such changes may include, but are not limited to, a change in State or federal law that extends gaming to non-Indians or non-Indian lands, or a material increase or reduction in the scope of gaming at the Project either through a decision by the Tribe or through a change in federal or State law.

b. A request to renegotiate one or more terms of this Agreement will be made in writing, addressed to the other Party. The request will specify the basis for the request.

c. If the request is determined to meet the requirements for renegotiation pursuant to this Section 9, then the Parties will meet within thirty (30) days from the receipt of the request and will commence to renegotiate in good faith. The sole purpose of the negotiation will be to determine if there are alternative terms that are consistent with the purposes of this Agreement. Neither party is obligated to agree to a new agreement or any new term(s) as a result of the renegotiation process authorized by this Section 9.

10. Suspension Events. If, due to Force Majeure (as hereinafter defined) a material portion of the gaming operations previously conducted by the Tribe on the Elk Grove property are suspended or terminated, the Parties' obligations under this Agreement shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section 11, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation, or governmental policy that has a material affect on the Project; riots; war; or terrorism. Nothing in this Section 11 shall reduce the Tribe's liability for contributions or other payments that become due or payable prior to the date such gaming operations are suspended or terminated.

11. Notices.

a. Any notices required or permitted under this Agreement shall be in writing and may be personally delivered, or delivered via United States Postal Service, first class mail, certified, postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed to the respective representatives of the County and the Tribe at their respective addresses as follows:

For the County:

County Executive Officer
700 H Street, 7th Floor
Sacramento, CA 95814

With Copies To:

County Counsel
700 H Street, Room 2650
Sacramento, CA 95814

For the Tribe:

Tribal Chairperson
9728 Kent Street
Elk Grove, CA 95624

With Copies To:

Tribal Attorney
9728 Kent Street
Elk Grove, CA 95624

b. Any Party may change the address to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

c. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on receipt if sent by first class mail, certified, postage prepaid.

12. Miscellaneous Provisions.

a. Term of Agreement. This Agreement will take effect immediately upon the Elk Grove property identified within this Agreement being taken into trust by the BIA and will remain in effect until replaced by a new agreement between the Parties. In the event that the Elk Grove property identified by this Agreement is

never taken into trust by the BIA or that the application for land-into-trust is abandoned or withdrawn by the Tribe, or the Tribe does not receive a valid compact from the State of California or the right to operate the Project under Secretarial Procedures, this Agreement shall never come into effect.

b. No Third Party Beneficiaries and No Assignment. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

c. Amendments. This Agreement may be amended only by written instrument signed by the Parties.

d. Waiver. The waiver by either Party or any of its officers, agents or employees or the failure of either Party or any of its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of the same, or of any terms, covenants or conditions of this Agreement.

e. Authorized Representatives. The persons executing this Agreement on behalf of the Parties affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that both Parties are relying on these representations in entering into this Agreement.

f. Severability. It is the express intent of the Parties that if any provision of this Agreement is held by a court of competent jurisdiction, following exhaustion of all appeals, to be invalid or unenforceable, then that provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect. The Parties shall enter into good faith negotiations to replace the invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to the economic effect of the invalid or unenforceable provision.

g. Timely Performance. The Parties acknowledge that time is of the essence in the performance of this Agreement. Each Party hereby covenants to act diligently and in good faith, and without undue delay in the performance of any of its obligations under this Agreement.

h. Entire Agreement.

i. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.


ii. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

iii. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS THEREOF, the Parties hereby enter and execute this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.


DATED:

COUNTY OF SACRAMENTO

BY: 
Nav Gill
County Executive ~~Officer~~


DATED: 6-16-16

APPROVED AS TO FORM:

BY: 
Krista C. Whitman
Assistant County Counsel

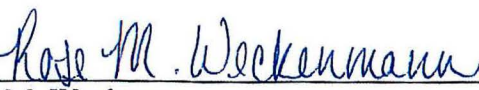
DATED:

WILTON RANCHERIA

BY: 
Raymond C. Hitchcock
Chairperson

DATED:

APPROVED AS TO FORM:

BY: 
Rose M. Weckenmann
Counsel for Wilton Rancheria

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE CITY OF ELK GROVE AND
THE WILTON RANCHERIA

DATED: 9-29, 2016

This Memorandum of Understanding (the "MOU") is made and entered into this 29 day of Sept., 2016, by and between the City of Elk Grove, a general law city and municipal corporation organized and existing under the laws of the State of California (the "City"), and the Wilton Rancheria, a federally recognized Indian tribe (the "Tribe"). The parties may collectively be referred to herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, by virtue of a stipulated judgment filed June 8, 2009 in the case of *Wilton Miwok Rancheria v. Kenneth Salazar*, Case No. C-07-02681 (N.D. Cal. 2007) (the "Litigation"), the Tribe is a federally recognized Indian tribe; and

WHEREAS, in conjunction with the withdrawal of their Motion to Vacate the Judgment in the Litigation, in June of 2011, the City, County of Sacramento, and the Tribe entered into a prior Memorandum of Understanding Among the County of Sacramento, City of Elk Grove, and The Wilton Rancheria (the "2011 Agreement") under which the Tribe is to consult with the City as to any land to be taken into trust that is within the City's limits, and to negotiate with the City for mitigation of impacts to the City concerning the development of such land; and

WHEREAS, under the 2011 Agreement, the Parties established a process for the Parties to determine and enforce mitigation measures for proposed off-trust tribal land environmental, social and economic impacts and to provide a framework for future agreements between the Parties for development of specific projects on lands to be taken into trust for the Tribe. The 2011 Agreement requires the Tribe to have prepared a Tribal Project Environmental Document ("TPED") to evaluate "off-reservation environmental impacts including significant off-reservation environmental effects of proposed project and environmental effects of proposed project not found to be significant." Once impacts have been identified, the 2011 Agreement requires the Tribe to "construct and/or finance any Project identified as requiring mitigation in full compliance with the terms of an agreement" between the City and the Tribe; and

WHEREAS, one of the primary reasons for the 2011 Agreement was that officials for Sacramento County and the City of Elk Grove did not want the Tribe to build a casino on or near its former Rancheria property in Wilton due to the rural nature of that area of the County; and

WHEREAS, the Tribe has identified property within the City limits, and subject to the aforementioned 2011 Agreement, located near Highway 99 in the City, approximately 35.92 acres in size adjacent to the Elk Grove Mall site, currently under development, and more particularly described at Exhibit A (the "Property") which the Tribe seeks to have put into trust with the United States federal government and developed into a hotel, casino, and entertainment facility (the "Facility"); and

WHEREAS, the Facility is the subject of an Environmental Impact Statement/Tribal Project Environmental Document Wilton Rancheria Fee-to-Trust and Casino Project (the "EIS/TPED") which is being prepared consistent with the National Environmental Policy Act ("NEPA"); and

WHEREAS, the current Facility, while subject to revision, is anticipated to include approximately 608,756 square feet of casino-resort facility, a 12-story and approximately 302 room hotel tower, including a convention center, with attendant on-site parking, all as further described in the EIS/TPED; and

WHEREAS, the Tribe, as a federally-recognized Indian tribe, may engage in particular types of gaming under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq* ("IGRA") as a means to promote tribal economic development, self-sufficiency, and strong tribal government and to generally protect the welfare of its members; and

WHEREAS, IGRA makes Class III gaming activities lawful on lands of federally recognized Indian tribes only if: (1) authorized by a properly adopted ordinance or resolution of the Indian Tribe; (2) located in a state that permits such gaming, including the State of California (the "State"), and (3) conducted in conformance with a Tribal-State compact entered into by the Indian tribe and the State. (25 U.S.C. § 2710(d)); and

WHEREAS, Class III gaming activities under IGRA include, without limitation, any gaming that is not Class I gaming (e.g. social games) or Class II gaming (e.g. bingo) and may include, without limitation, slot machines, electronic games of chance, blackjack, and poker (*See* 25 U.S.C. § 2703); and

WHEREAS, the Tribe has filed a land-into-trust application with the Bureau of Indian Affairs, United States Department of Interior ("BIA"), to place the Property into trust for the purpose of developing the Facility; and

WHEREAS, the Tribe is committed to entering into this voluntary contractual arrangement with the City pursuant to which the Tribe agrees to make certain financial contributions and community investments to fund the mitigation of various off-Property impacts that are a direct result of the Facility; and

WHEREAS, in addition to payments for the mitigation of significant off-Property impacts identified within this MOU, the City and the Tribe have agreed upon numerous provisions for additional contributions by the Tribe to the City for law enforcement, civic projects, roadway and infrastructure improvements, and community services that in part serve off-reservation needs of City residents and are not otherwise required by the Draft EIS/TPED ("Additional Contribution(s)"); and

WHEREAS, by this MOU, the City is not approving or disapproving the Facility, and, pursuant to the California Environmental Quality Act, California Public Resources Code sections 21000 *et seq.*, ("CEQA") Guidelines section 15378(b), entry into this MOU does not constitute the approval of a "project" for CEQA purposes because it involves the creation of a government funding mechanism and/or other government fiscal activity.

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **NON-RECURRING PAYMENT**

(a) Non-Recurring Payment. The Tribe shall make a non-recurring monetary contribution to the City as follows:

Roadway Contribution	\$10,469,711
Regional Roadway Contribution	\$ 1,824,028
Police Equipment Contribution	\$ 250,000
City Community Facilities Contribution	\$ 2,000,000
TOTAL	\$14,543,739

(b) Payment Schedule. Subject to the other provisions of this Section, payment of the Non-Recurring Payment shall be made in five equal annual payments with the first payment due on the date of the Start of Construction and the additional payments due on the annual anniversary of the Start of Construction until paid in full. "Start of Construction" shall be the earliest date of the commencement of the first placement of permanent construction of a structure on the Facility site, including, without limitation, the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or grading. Start of Construction shall not include, excavation, clearing, grading, demolition of existing buildings, and/or filling, nor does it include the installation of off-site streets, sidewalks, walkways or other improvements.

(c) Roadway Contribution.

i) As listed above, the Tribe's non-recurring Roadway Contribution shall be \$10,469,711. This Roadway Contribution and the Regional Roadway Contribution set forth at Section 1(d) include the amounts that the Tribe would otherwise pay for the Facility toward the City's roadway fee program and regional roadway improvements, but for the Tribe's sovereignty, and include the Tribe's fair share contributions to the roadway facilities identified at Exhibit B, which corresponds to the mitigation measures

of the Draft EIS/TPED. The City will work in good faith with the Tribe to implement any necessary roadway intersection improvements related to the Facility at the earliest possible date after receipt of the first Non-Recurring Payment so as to be completed prior to Opening Day. Of the amount paid to the City by the Tribe pursuant to this Section, eighty-five (85%) percent will be applied to reimburse the City for costs directly associated with off-reservation traffic impacts resulting from the Facility, and fifteen (15%) percent will be an Additional Contribution to the City beyond what is required to mitigate for the off-reservation traffic impacts of the Facility.

ii) There are currently four buildings at the Property, identified as Buildings A, B, D, and E (the "Buildings"), as indicated on Exhibit C, which were part of a prior development project, and which are anticipated to be demolished. The Parties agree that if the Buildings are demolished by an entity other than the Tribe or the Tribe's contractors, and prior to the transfer of the Property into trust with the United States federal government or a transfer to the Tribe directly, the City may allow such other entity to receive roadway impact fee credits of up to \$2,274,118, and the Tribe shall have no claim to such credits, as against the City. If the Buildings remain on the Property at the time the Property is transferred into trust with the United States federal government or transferred to the Tribe directly, and if the Tribe thereafter demolishes the Buildings, or causes the Buildings to be demolished by the Tribe's contractors, all to the reasonable satisfaction of the City, the Tribe shall receive a credit toward its \$10,469,711 Roadway Contribution in the amount of \$2,274,118. The Tribe may deduct this Roadway Contribution credit from the Roadway Contribution otherwise owed to the City pursuant to this subsection (c) prior to payment of said Roadway Contribution. In order for the Tribe to receive the Roadway Contribution credit, as provided herein, and subject to the other terms and conditions of this subsection, the Tribe shall demolish the Buildings no later than six months after the date the Property is taken into trust by the United States federal government. The time allowed for the Tribe to demolish the buildings and still receive a credit shall be tolled pending any litigation challenging the acceptance of the Property into trust by the United States federal government. For purposes of this Section, "demolish," "demolishes," and "demolished" means the complete removal of the entire Buildings from the Property, including the Buildings' foundations. Nothing herein is intended to impair, limit, or impact any rights either Party has as against any person or entity not a party to this MOU.

(d) Regional Roadway Contribution. Pursuant to the 2016 Memorandum of Understanding and Intergovernmental Agreement between the County of Sacramento and Wilton Rancheria, the Tribe agreed to work with the City of Elk Grove in good faith to develop an agreement in which the Tribe will contribute sufficient payments to the City of Elk Grove so that all necessary mitigation of traffic impacts recommended within the Draft EIS/TPED related to

the Property are fully funded by the Tribe's payment. The Tribe's Regional Roadway Contribution represents payment for the mitigation of impacts on roadway facilities shared between the City and the County of Sacramento, including, without limitation, the Kammerer Road project.

(e) Police Equipment Contribution. As listed above, the Tribe shall make a Police Equipment Contribution in the amount of \$250,000. This Police Equipment Contribution shall be an Additional Contribution that shall benefit the law enforcement needs of the residents of Elk Grove and is not required pursuant to the Draft EIS/TPED.

(f) City Community Facilities Contribution. The City Community Facilities Contribution shall represent a voluntary donation by the Tribe for the purposes of improvement or construction of City community facilities. Such payment does not represent payment for mitigation of impacts of or by the Facility. Payment of the \$2,000,000 City Community Facilities Contribution shall be contingent upon the Tribe receiving a credit from the State in recognition of this amount for the above-stated purposes in the Tribe's yet to be finalized Tribal-State Compact. Should the Tribe receive credit in an amount less than \$2,000,000 from the State under the Tribal-State Compact for the above-stated purposes, the amount of the City Community Facilities Contribution to the City shall be the amount to which the Tribe receives credit from the State. The Tribe represents and warrants that it will make all reasonable efforts in negotiating the Tribal-State Compact to seek credit from the State in at least the amount of the \$2,000,000 City Community Facilities Contribution.

2. RECURRING MITIGATION PAYMENTS

(a) General. The Tribe shall make quarterly recurring payments as set forth in this Section 2. Quarterly payments in any given year in which payments are due and payable shall be paid quarterly pursuant to the following schedule: March 1, June 1, September 1, and December 1. Unless otherwise specified, the first quarterly recurring payment shall be due and payable on the first quarterly due date that is one year after the date the Facility is opened to the public ("Opening Day"), and payments shall be made each quarter thereafter. Payments shall be made in arrears with the first year of payments intended to cover the mitigation cost of the prior year, and so forth for each year, until all payments have been made as required by this MOU. In order to accommodate increasing costs and inflationary factors, unless otherwise specified in subsection 2(d) below, all payments due as set forth in this Section 2 shall increase at the rate of 2% per year, which inflator shall be applied at the first anniversary of the initial quarterly payment.

(b) Police and Code Enforcement. The Tribe shall make recurring annual payments to the City for Police and Code Enforcement services in the amount of \$1,500,000, paid quarterly

in equal amounts of \$375,000, in the manner set forth above in Section 2(a). Fifty percent (50%) of the annual amount paid to the City each year shall be considered direct mitigation to address both on-reservation and off-reservation potential crime impacts associated with the Facility. Fifty percent (50%) of the annual amount paid to the City shall be considered an Additional Contribution made for the purpose of providing additional and improved law enforcement services off-reservation to the residents of the City, which additional and improved law enforcement services are beyond what is required to address the impacts to law enforcement from the Facility.

(c) Roadway Maintenance. The Tribe shall make recurring annual payments to the City for Roadway Maintenance in the amount of \$500,000, paid quarterly in equal amounts of \$125,000, in the manner set forth above in Section 2(a).

(d) City Tax Revenue In-Lieu. In recognition of the fact that the City does not have the ability to directly levy taxes or assessments against the Tribe, such as property tax and assessments, sales tax and transient occupancy tax, the Tribe shall pay the City a Tax Revenue In-Lieu payment to reimburse the City as follows:

Year 1	\$2,000,000
Year 2	\$2,150,000
Year 3	\$2,350,000
Year 4	\$2,500,000
Years 5 and beyond	Increased 2% per year from the previous year.

The amounts set forth above represent annual amounts. All of the above payments shall be paid quarterly in equal amounts, in the manner set forth above in Section 2(a). Notwithstanding the 2% inflationary factor as set forth in Section 2(a) above, the Tax Revenue In-Lieu payment for Years 1 through 4 shall be a fixed number and shall not increase beyond the numbers set forth in the above table. The Tax Revenue In-Lieu payment for years 5 and beyond shall increase by 2% per year, which inflator shall be applied on the fourth year anniversary of the first quarterly payment.

(e) School/Community Contribution.

i) To reimburse the Elk Grove Unified School District (EGUSD) for the loss of tax revenues, the Tribe shall make recurring annual payments to the EGUSD in the amount of \$400,000, paid quarterly in equal amounts of \$100,000, in the manner set forth above in Section 2(a). Of the \$400,000 payment made by the Tribe to the EGUSD,

\$50,000 shall be for the EGUSD's Indian Education program.

ii) The Tribe shall make recurring annual payments of \$100,000 per year to a charitable organization(s) or other organization(s) of its sole selection, which enhances the City and the City residents' quality of life. Evidence of such payment for the prior year shall be provided to the City no later than January 31 of each calendar year.

iii) Payment of the School/Community Contribution made pursuant to this subsection (e) shall be contingent upon the Tribe receiving a credit from the State in recognition of these amounts for the above-stated purposes in the Tribe's yet to be finalized Tribal-State Compact. Should the Tribe receive credit in an amount less than \$500,000 from the State under the Tribal-State Compact for the above-stated purposes, the amount of the Tribe's School/Community Contribution shall be the amount to which the Tribe receives credit from the State. The Tribe represents and warrants that it will make all reasonable efforts in negotiating the Tribal-State Compact to seek credit from the State in at least the amount of the \$500,000 School/Community Contribution.

3. ADDITIONAL PUBLIC HEALTH, SAFETY, AND SECURITY PROVISIONS

(a) Building Codes. The Tribe acknowledges and agrees that the Facility shall comply with the building and construction standards of the California Building Code and California Administrative Code, as set forth in Title 24 of California Code of Regulations, and as adopted by the City pursuant to Elk Grove Municipal Code Chapters 16.02 and 16.04, as now existing or hereafter amended ("Applicable Codes"). Notwithstanding the foregoing, the Tribe need not comply with any building or construction standard that specifically applies in name or in fact only to tribal facilities. Reference to Applicable Codes herein is not intended to confer jurisdiction upon the State, its political subdivisions, or the City. For purposes of this section, the terms "building official" and "code enforcement agency" as used in Title 24 of the California Code of Regulations mean the Tribal Gaming Agency or such other tribal government agency or official as may be designated by the Tribe's law. Nothing herein shall limit or impair the authority of any other government agency not a party to this MOU.

(b) Facility Design. The Tribe agrees to consult with the City concerning the design of the Facility and to receive the City's input as to the Facility design. Notwithstanding the foregoing, the Parties acknowledge that the City does not have any jurisdiction or regulatory authority over the design of the Facility, does not have legal authority to approve or disapprove the Facility design, and that the decision of the Tribe to accept or reject input from the City as to the Facility design shall be wholly voluntary for the Tribe and within the Tribe's sole discretion.

(c) Security. To further mitigate potential impacts of the Facility on law enforcement resources, the Tribe shall:

i) Adopt rules prohibiting anyone under 21 years of age from gambling;

ii) Adopt employee training programs and policies relating to responsible alcoholic beverage services;

iii) Conduct criminal background checks of all gaming employees;

iv) Provide a full and adequate staff of security personnel at the Facility at all times. For special events requiring additional security and/or law enforcement personnel, the Tribe shall coordinate with the City's Police Chief to ensure adequate security and law enforcement at the Facility. The Tribe shall reimburse the City and/or other law enforcement agencies for the reasonable security and/or law enforcement costs incurred by the City or other law enforcement agencies for such additional security and/or law enforcement personnel.

(d) Emergency Medical Services. To mitigate potential impacts of the Facility on City emergency medical services, the Tribe shall provide: (i) emergency medical training to members of its security staff; and (ii) emergency medical equipment, including defibrillators, at the Facility.

(e) Solid Waste Disposal. To mitigate potential impacts of the Facility on solid waste disposal resources, the Tribe shall, to the extent determined by the Tribe to be feasible and commercially reasonable, implement single stream recycling and green waste diversion.

4. SIGNAGE.

The Parties contemplate that the Facility will have a large outside on-site electronic or otherwise changeable message sign (the "Facility Sign"). The Tribe shall consider reasonable requests by the City to display city-sponsored community messages on the Facility Sign to advertise city events, city information, and/or public service messages approved by the City ("City Community Messages"). Notwithstanding the foregoing, the Tribe agrees to display Amber Alert messages on the Facility Sign, provided, however, that the Tribe shall have discretion to determine the duration and frequency of such Amber Alert messages.

5. LOCAL EMPLOYEE RECRUITMENT/JOB FAIR/LOCAL DISCOUNTS.

(a) Subject to applicable federal, state, or tribal law, the Tribe agrees to make reasonable and good faith efforts to recruit and employ residents of the City of Elk Grove to work at the Facility. The Tribe further agrees to hold at least one general job fair for jobs at the Facility prior to the Opening Day of the Facility.

(b) The Tribe shall institute a program, subject to the Tribe's own internal rules and eligibility requirements, for providing dining discounts to City of Elk Grove residents at its Facility.

6. ACKNOWLEDGEMENT OF TRIBE'S COMPLETE MITIGATION.

(a) Subject to the other terms and conditions of this MOU, the City agrees that the foregoing measures in Sections 1 through 5 will fully address and mitigate any and all direct impacts of the Facility to the City and City services as described in the Draft EIS/TPED prepared by the BIA. The City acknowledges that the EIS/TPED is intended to serve as the Tribal Environmental Impact Report ("TEIR") supporting a proposed compact with the State of California, and, as such, and provided the Tribe complies with this MOU, the City agrees that the foregoing measures in Sections 1 through 5 will fully address and mitigate any and all direct impacts of the Facility to the City and City services as described in that TEIR. Nothing herein shall limit or impair the authority of any other government agency not a party to this MOU.

(b) Concurrent with the execution of this MOU, the City shall sign and deliver a letter to the BIA, in substantially the form attached hereto at Exhibit D, acknowledging the Tribe's complete mitigation of impacts related to the Tribe's proposed Facility consistent with the non-opposition provisions of the 2011 Agreement that are triggered by said complete mitigation.

7. EFFECTIVE DATE, RE-NEGOTIATION, AND TERMINATION

(a) Effective Date. This MOU shall not become effective unless and until all of the following events have occurred:

(i) This MOU has been approved by the City Council of the City, executed by the City Manager, and approved as to form by the City Attorney; and

(ii) This MOU has been approved by the Tribal Council of the Tribe and executed by the Tribe's Chairperson.

(iii) The Tribe's payment obligations at Sections 1 and 2 and other obligations at Sections 3, 4, and 5 of this MOU do not become operative until the Property is taken into trust for the benefit of the Tribe by the United States federal government. In the event that the Property identified by this MOU is never taken into trust by the United States federal government or that the application for land-into-trust is abandoned or withdrawn by the Tribe, the Tribe's payment obligations at Sections 1 and 2 and other obligations at Sections 3, 4, and 5 of this MOU shall never come into effect. Notwithstanding the foregoing, all other provisions of this MOU shall be effective upon the satisfaction of the conditions at subsections (i) and (ii), above.

(b) Re-Negotiation.

Should the City provide substantial evidence of a material increase in any physical environmental impact ("Increased Environmental Impact") as a direct result of the operations of the Facility, as compared to the operations described in the Draft EIS/TPED, the Tribe shall provide additional mitigation for those impacts in a manner to be agreed upon by the Tribe and the City. Such Increased Environmental Impact could include, without limitation, a material increase in vehicle trips, a material impact to air quality, a material impact to biological resources, material impacts to water quality or supply, material impacts to public services provided by the City, and/or any other material increased physical environmental impact of the Facility supported by substantial evidence. Notwithstanding the foregoing, the Parties agree that an increase in operations, the size of the structures on the Property, or the number of gaming machines, in and of itself, shall not be considered an Increased Environmental Impact, absent substantial evidence supporting an Increased Environmental Impact.

(c) Termination by Mutual Agreement. Notwithstanding anything to the contrary herein, the Parties may terminate this MOU by mutual written agreement.

8. MUTUAL COOPERATION/REGULAR MEETINGS

The City and the Tribe intend to advance a cooperative and mutually respectful government-to-government relationship with each other. To this end, representatives of the City and the Tribe shall meet with each other on a regular basis, but no less than every six months, to discuss any issues or concerns either or both may possess with respect to their respective communities, whether in conjunction with the Facility, impacts associated with the Facility, this MOU or otherwise.

9. ENVIRONMENTAL REVIEW/LAND USE

(a) The approval of this MOU is exempt from environmental review under CEQA pursuant to CEQA Guidelines § 15378(b)(4). The approval of this MOU does not constitute the approval of a "project" under CEQA because it provides for the creation of a government funding mechanism or other government fiscal activities, which do not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment. This MOU requires the Tribe to make mitigation payments; however, the City retains discretion to elect not to implement any or all of the specific mitigation measures and programs identified in this MOU. Further this MOU does not obligate the City to undertake a specified mitigation program or construction project nor does it set a time for development, and the approval of this MOU does not constitute the approval of any particular project at the Property, or otherwise. Notwithstanding the foregoing, the Parties acknowledge that the EIS/TPED is evaluating the environmental impacts of the Facility and provides for the mitigation

thereof, and the Tribe agrees to comply with all mitigation measures imposed on it through the EIS/TPED process.

(b) The Parties further acknowledge and agree that: (i) the Tribe is not a public agency subject to CEQA; (ii) the placement of the Property into trust with the United States federal government is not subject to CEQA or to City environmental review, design, land use or land development ordinances, plans, manuals, or standards; (iii) if the Property is placed in trust with the United States federal government, the City does not have regulatory authority over the Property to approve, disapprove, or otherwise exercise land use control regarding the development of the Property or the Facility; and (iv) the City is not approving, disapproving or otherwise exercising land use approval or discretion regarding the Facility by entering this MOU. To the extent that the City is required to further comply with CEQA with respect to any City improvements, programs or activities identified in, funded by, or related to this MOU, the City will comply with CEQA prior to approving or implementing such improvements, programs or activities. This MOU does not restrict the City's discretion to evaluate the impacts of such improvement, programs or activities, identify and adopt mitigation for such impacts, consider and approve alternatives designed to lessen such impacts, or deny approvals necessary for such improvement, programs or activities.

(c) The Parties acknowledge and agree that this MOU is not intended to be and does not constitute a development agreement for the purposes of Government Code section 65864 *et seq.* Nor does this MOU commit the City to implement any public improvement, or to take any action that may result in physical changes in the environment.

10. TRIBAL SOVEREIGNTY

The Parties acknowledge and agree that the Tribe:

- (a) Is a federally recognized Indian Tribe.
- (b) Is not generally subject to the jurisdiction of the City or its laws, rules, regulations and ordinances.
- (c) Has the right to have land taken into trust by the United States for the benefit of the Tribe.
- (d) Has not submitted to, and nothing in this MOU is intended to constitute or shall be construed as constituting a submission by the Tribe to, the jurisdiction of:
 - (i) the City or any of its subdivisions or departments;
 - (ii) any of its or their respective officials, employees, inspectors, or contractors; or

(iii) any of its or their respective laws, rules, regulations, ordinances, general plans, or specific plans.

11. LIMITED WAIVER OF SOVEREIGN IMMUNITY

(a) Notwithstanding any other provision of this MOU, the Tribe expressly and irrevocably grants a limited waiver of sovereign immunity (and any defenses based thereon) in favor of the City, but not as to any other person or entity, as to any dispute which arises under this MOU and not as to any other action, matters or disputes. The Tribe does not waive its sovereign immunity with respect to: (i) actions by third parties, except for parties acting on behalf of, under authorization from, or pursuant to a contract with, the Tribe or City; or (ii) disputes between the Tribe and the City which do not arise under this MOU.

(b) The Parties acknowledge and agree that this MOU, except as otherwise specified or provided by otherwise applicable law, is not intended to constitute, and shall not be construed as constituting, a submission by the Tribe to the general jurisdiction of: (i) the City or any or any of its departments; (ii) any of its or their respective officials, employees, inspectors or contractors; or (iii) any of its or their respective laws, rules, regulations, ordinances, general plans, or specific plans.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party represents, warrants and covenants to the other Party as follows:

(a) Authority. Such Party has the legal power and authority to execute and deliver this MOU and to perform its obligations under this MOU. Each person executing this MOU on behalf of such Party is duly authorized to execute and deliver this MOU on behalf of such Party.

(b) Enforceability/Binding Agreement. This MOU constitutes the legal, valid and binding obligation of each Party, enforceable against such Party, including all officers, agents and employees. In accordance with its terms, and, once executed and delivered, this MOU cannot be invalidated pursuant to any subsequent action of the City Council of the City or the Tribal Council or General Council of the Tribe, as applicable, except as set forth herein.

(c) No Conflict. Each Party represents and warrants that the approval, execution, delivery and performance of this MOU does not conflict with any other agreement to which such Party is a party and does not violate or require any action which has not been taken under any applicable federal, state, or tribal law, statute, rule, regulation, ordinance, general plan, specific plan or court order or decree applicable to such Party.

13. GENERAL PROVISIONS

(a) No Waivers. A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

(b) No Third Party Beneficiary. This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This MOU is not intended to, and shall not be construed to, create any right on the part of any third party to bring any action or otherwise enforce any of its terms.

(c) Indemnification. The Tribe agrees to defend, indemnify, and hold harmless the City (with counsel reasonably acceptable to the City) from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including its reasonable attorneys' fees) arising from any action or proceeding filed against the City which challenges the City's approval, execution, or delivery of this MOU and/or the letter to the BIA required by Section 6.

(d) Notice. All notices required by this MOU shall be deemed to have been given when made in writing and hand delivered or mailed, certified, return receipt requested, to the respective Parties and their representatives at their respective addresses as set forth below or such other addresses as they may provide, in writing as set forth above, to the other Party from time to time:

TO CITY:

Notice to City: City of Elk Grove
Attn: City Manager
8401 Laguna Palms Way
Elk Grove, CA 95758

With copy to: City of Elk Grove
Attn: City Attorney
8401 Laguna Palms Way
Elk Grove, CA 95758

TO TRIBE:

Notice to Tribe: Wilton Rancheria
Attn: Chairperson
9728 Kent St
Elk Grove, CA 95624

With copy to:

Wilton Rancheria
Attn: Tribal Attorney
9728 Kent St
Elk Grove, CA 95624

(e) Governing Law. The terms and conditions of this MOU, which are contractual in nature and not mere recitals, shall be interpreted under the laws of the State of California or, as applicable, federal law. Should any judicial proceeding be brought relating to this MOU, venue shall lie exclusively, at the option of the filing party, in the Sacramento Superior Court or the United States District Court for the Eastern District of California.

(f) Limitation on Remedies. In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Notwithstanding anything in this MOU to the contrary, the Tribe hereby waives any and all claims for money damages against the City for breach of this MOU. Nothing in this section is intended to, nor does it, limit the Tribe's or the City's rights to equitable remedies as permitted by law including, without limitation, injunctive or declaratory relief. Nothing herein shall limit the City's ability to seek money damages should the Tribe fail to make payments or fulfill other financial obligations under this MOU.

(g) Construction and Interpretation of MOU. This MOU, including all recitals, together with Exhibits A, B, C, and D constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and/or drafts regarding this MOU, whether written or oral. Each Party is represented by legal counsel and has consulted with legal counsel regarding the terms of this MOU. In the event of a dispute between the Parties as to the language of this MOU or any amendment to this MOU or the construction or meaning of any term contained in this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, either Party based on the preparation or negotiation of this MOU or any amendment to this MOU.

(h) Amendments. This MOU may be modified or amended only by mutual and written agreement of the Parties.

(i) Force Majeure. If an event beyond the reasonable control of the Tribe occurs, including, but not limited to, force majeure, war or insurrection, fires, natural calamities, riots, significant changes in law, regulation or governmental policy, the inability of the Tribe to obtain or operate under a Tribal-State compact that would allow for Class III gaming, or demands or requirements of governmental agencies other than the City, that prevents Class III gaming operations at the Facility, the Tribe's obligations under this Agreement shall be suspended as of the date of such event and until such time as such event has subsided, if ever, provided that the

Tribe provides written notice to the City within seventy-two (72) hours of the event justifying the suspension or termination of operations. The City reserves the right to contest the Tribe's determination of the event justifying the suspension of such gaming operations. Nothing in this Section shall reduce the Tribe's liability for contributions or other payments that become due or payable prior to the date such gaming operations are suspended or terminated pursuant to this Section.

(j) Severability. Notwithstanding any provision of applicable law to the contrary, if any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, this MOU shall be construed and enforced as if such void, illegal, invalid, or unenforceable provision had never comprised a part of this MOU, and the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the void, illegal, invalid, or unenforceable provision or by its severance from this MOU.

(k) Headings and Captions. Headings and captions on sections and subsections are provided for convenience of the Parties only and shall not be considered in the construction or interpretation of this MOU, nor limit, amend or affect the meaning of the provision to which they pertain.

(l) No Joint Venture or Partnership. This MOU does not create any form of joint venture, partnership or other association between the City and the Tribe, and the City and the Tribe agree that nothing in this MOU or in any document executed in connection with it shall be construed as creating any such relationship between City and the Tribe.

(m) Time is of the Essence. Time is of the essence of each and every provision of this MOU.

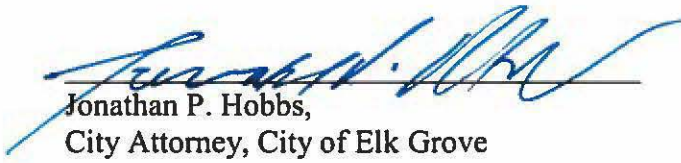
IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first set forth above.

CITY OF ELK GROVE


Dated: 29 September, 2016

By: Laura S. Gill
Laura Gill, City Manager
City of Elk Grove

APPROVED AS TO FORM:


Jonathan P. Hobbs,
City Attorney, City of Elk Grove

ATTEST:


Jason Lindgren,
City Clerk, City of Elk Grove
Dated: September 29, 2016



WILTON RANCHERIA

Dated: September 23, 2016

By: 
Raymond Hitchcock, Chairperson

ATTEST:



Cammeron Hodson,
Vice-Chairperson, Wilton Rancheria

EXHIBIT A

LEGAL DESCRIPTION

Being a portion of Lot A as shown on that certain map entitled "Subdivision No. 00-038.00 Lent Ranch Marketplace" filed for record on December 14, 2007 in Book 372 of Maps, Page 27, located in the City of Elk Grove, County of Sacramento, State of California, more particularly described as follows:

Commencing at a point which is the northeasterly corner of Lot A of said map, being a 3/4" iron pipe with plug stamped L.S.6815; Thence leaving said Point of Commencement along the northeasterly line of said Lot A, South 37°55'18" East, a distance of 533.10 feet; Thence leaving said northeasterly line, entering and passing through said Lot A, South 51°30'01" West, a distance of 24.29 feet to the true Point of Beginning. Thence leaving said Point of Beginning and continuing through said Lot A, South 51°30'01" West, a distance of 1780.56 feet to a point on the southwesterly line of said Lot A, also being a point on the northeasterly right-of-way line of Promenade Parkway as shown on said map;

Thence northwesterly and northerly, respectively, along said right-of-way line, the following Twenty-one (21) arcs, courses and distances:

- 1) from a radial line which bears South 57°17'37" West, along a non-tangent curve concave to the east, having a radius of 1,452.00 feet, northwesterly 564.43 feet along said curve through a central angle of 22°16'20";
- 2) North 79°33'57" East, a distance of 6.00 feet;
- 3) from a radial line which bears South 79°33'57" West, along a non-tangent curve concave to the southeast, having a radius of 25.00 feet, northeasterly 40.55 feet along said curve through a central angle of 92°56'41";
- 4) North 82°30'38" East, a distance of 51.72 feet;
- 5) North 07°29'22" West, a distance of 100.00 feet; 6) South 82°30'38" West, a distance of 53.51 feet;
- 7) along a tangent curve concave to the northeast, having a radius of 25.00 feet, northwesterly 40.62 feet along said curve through a central angle of 93°06'07";
- 8) South 85°36'45" West, a distance of 6.00 feet;
- 9) from a radial line which bears South 85°36'45" West, long a non-tangent curve concave to the east, having a radius of 1,454.00 feet, northerly 93.58 feet along said curve through a central angle of 03°41'16";
- 10) North 00°42'00" West, a distance of 147.80 feet;
- 11) North 89°18'00" East, a distance of 6.00 feet;
- 12) from a radial line which bears South 89°18'00" West, along a non-tangent curve concave to the southeast, having a radius of 25.00 feet, northeasterly 39.27 feet along said curve through a central angle of 90°00'00";
- 13) North 89°18'00" East, a distance of 6.00 feet;
- 14) North 00°42'00" West, a distance of 50.00 feet;
- 15) South 89°18'00" West, a distance of 13.34 feet;

16) along a tangent curve concave to the northeast, having a radius of 25.00 feet, northwesterly 38.46 feet along said curve through a central angle of $88^{\circ}08'33''$;
 17) South $87^{\circ}26'33''$ West, a distance of 6.00 feet;
 18) North $02^{\circ}33'27''$ West, a distance of 51.58 feet;
 19) North $00^{\circ}42'00''$ West, a distance of 563.84 feet;
 20) North $89^{\circ}18'00''$ East, a distance of 6.00 feet;
 21) from a radial line which bears South $89^{\circ}18'00''$ West, along a non-tangent curve concave to the east, having a radius of 25.00 feet, northerly 6.76 feet along said curve through a central angle of $15^{\circ}30'00''$ to the northwest corner of said Lot A and a point on the common line between said Lot A and Lot G of said Map;

Thence leaving said northeasterly line, along said common line, the following four (4) arcs, courses and distances:

1) North $89^{\circ}12'25''$ East, a distance of 86.70 feet;
 2) along a tangent curve concave to the southwest, having a radius of 330.00 feet, southeasterly 314.08 feet along said curve through a central angle of $54^{\circ}31'51''$;
 3) South $36^{\circ}15'44''$ East, a distance of 86.17 feet;
 4) along a tangent curve concave to the north, having a radius of 25.00 feet, easterly 37.96 feet along said curve through a central angle of $87^{\circ}00'21''$;

Thence leaving said common line, entering and passing through said Lot A, the following eight (8) arcs, courses and distances:

1) South $32^{\circ}02'06''$ East a distance of 66.91 feet;
 2) from a radial line which bears North $33^{\circ}08'11''$ West, along a non-tangent curve concave to the south, having a radius of 978.00 feet, easterly 417.51 feet along said curve through a central angle of $2427'35''$;
 3) North $81^{\circ}19'25''$ East, a distance of 19.83 feet;
 4) along a tangent curve concave to the south, having a radius of 879.00 feet, easterly 342.73 feet along said curve through a central angle of $22^{\circ}20'25''$;
 5) South $76^{\circ}20'11''$ East, a distance of 12.19 feet;
 6) along a tangent curve concave to the southwest, having a radius of 342.00 feet, southeasterly 157.69 feet along said curve through a central angle of $26^{\circ}25'03''$;
 7) along a compound curve concave to the southwest, having a radius of 342.00 feet, southeasterly 71.04 feet along said curve through a central angle of $11^{\circ}54'08''$;
 8) South $38^{\circ}01'00''$ East, a distance of 346.19 feet to the POINT OF BEGINNING.

Containing 35.92 acres, more or less.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD 83, Epoch Date 1997.30 as measured between NGS Station "Eschinger", 1st Order and NGS Station "Keller", 1st Order. Said Bearing is North $20^{\circ}56'36''$ West. Distances shown are ground based.

May 23, 2016

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A (Cont'd)
MAP OF PROPERTY

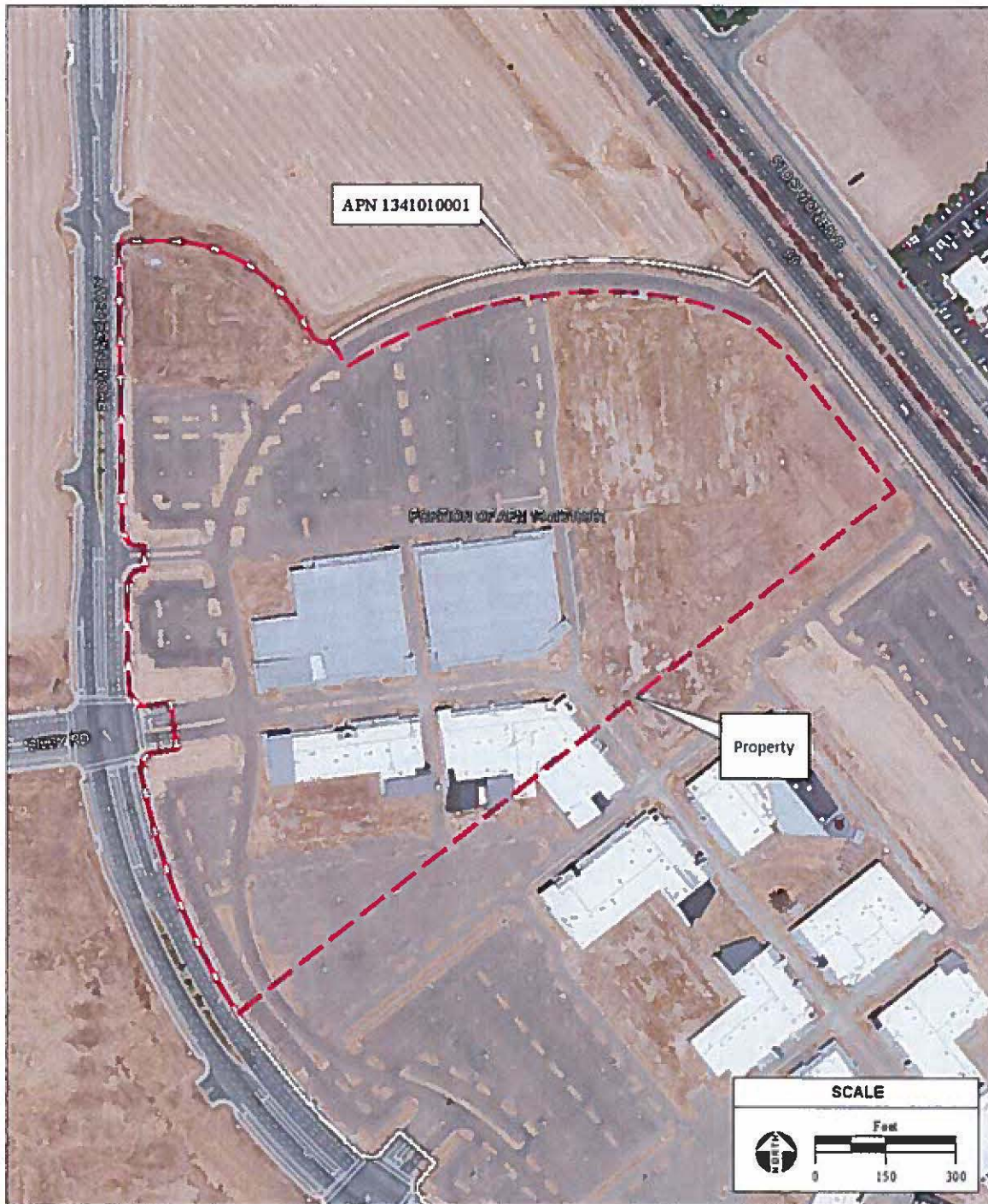


Exhibit B

DEIS/TPED Mitigation Measure.	Description.
5.8.2. U	Promenade Parkway/Bilby Road Intersection. Widening WB approach to provide three left-turn lanes, one through lane, and one right-turn lane; and a NB right-turn overlap signal phase shall be provided during the WB left-turn phase.
5.8.2. V.	Grant Line Road Widening: Widening Grant Line Road to four lanes from Waterman Road to Bradshaw Road.
5.8.2. W.	Kammerer Road Widening: Contributing 6% fair share of widening Kammerer Road from SR-99 to Bruceville Road (where it has no shoulders), as well as ultimate connection from I-5 to Hwy 99.
5.8.3. FF.	Future Promenade Parkway/Kammerer Road Improvements. Future optimizing signal timings at the Promenade Parkway/Kammerer Road intersection, reduction of the width of the raised median at the WB approach to provide a second left-turn lane, and a NB right-turn overlap signal phase during the WB left-turn phase.
5.8.3. GG	Future Grant Line Road/East Stockton Boulevard Improvements. Future re-striping the SB approach to provide one left-turn lane, one shared through/right lane, and one right-turn lane. Future converting the NB/SB signal phasing from split to protected left-turn phasing. Future implementing traffic signal coordination with adjacent signalized intersections to improve progression along Grant Line Road during weekday PM peak period.

EXHIBIT C

228

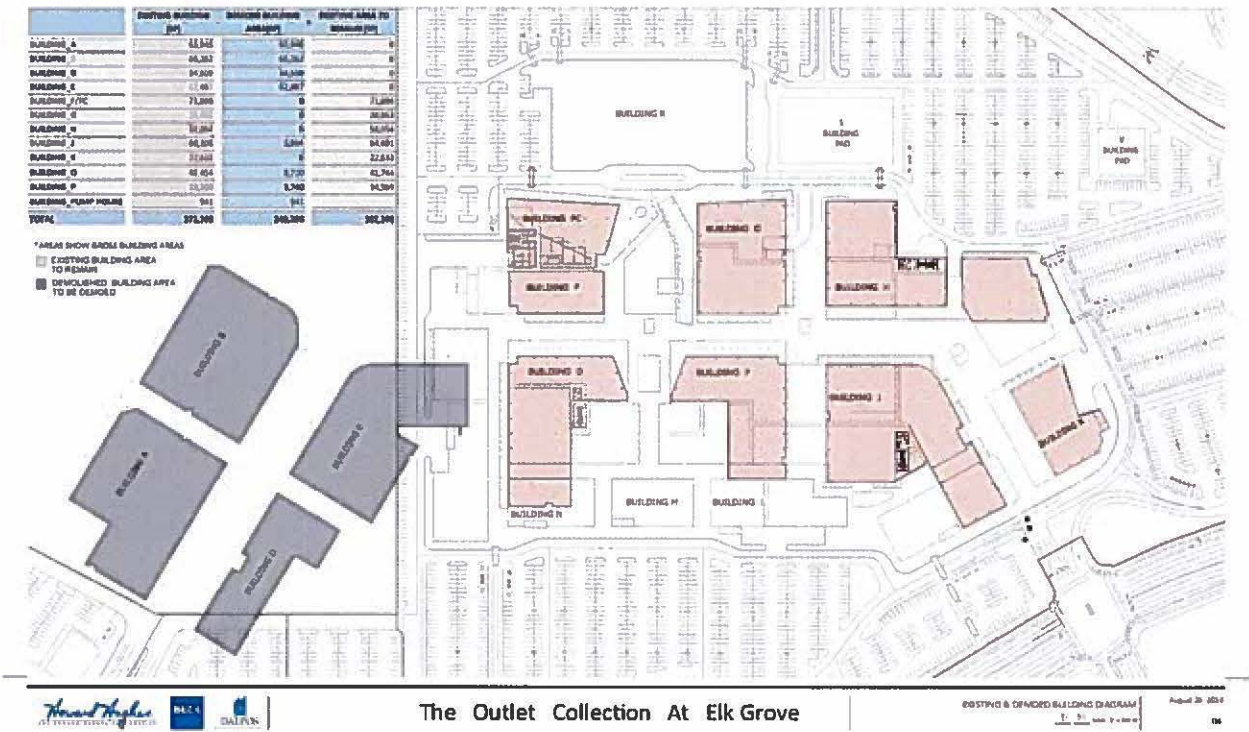


EXHIBIT D

Lawrence S. Roberts
Assistant Secretary - Indian Affairs
MS-3642-MIB
1849 C Street, N.W.
Washington, D.C. 20240

Subject: Wilton Rancheria Fee-to-Trust and Casino Project

Dear Assistant Secretary Roberts:

The City of Elk Grove acknowledges and respects the tribal sovereignty of Wilton Rancheria, a federally-recognized Native American tribe.

The City and the Tribe have executed a Memorandum of Understanding (MOU) regarding the complete mitigation of the proposed project's potential impacts to the City and City services. The City does not oppose the application of the Tribe to the United States to take the identified lands into trust for the benefit of the Tribe.

If we can answer any questions or provide additional clarification, please contact City Manager Laura Gill at (916) 478-2201 or lgill@elkgrovecity.org.

Sincerely,

Gary Davis
Mayor